

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
NATIONAL POWER RODDING CORP. ("Contractor")
for
WALLER CREEK TUNNEL - DEWATERING, SEDIMENT & DEBRIS REMOVAL
NA190000155**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between National Power Rodding Corp having offices at Austin, Texas 78724 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 6300 MDD3000.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, RFP, MDD3000 including all documents incorporated by reference
- 1.1.3 National Power Rodding Corp's Offer, dated April 2, 2019, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract.

1.3.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 24 months. The Contract may be extended beyond the initial term for up to two additional 24-month periods at the City's sole option.

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.1.3 This is a 24-month Contract. Prices are firm for the first twelve (12) months.

- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$1,645,000 for the initial Contract term and \$1,645,000 for each extension option as indicated in the Cost Proposal, Section 0600A. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order
- 1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 Exhibit A – Emergency Mobilization Clarification and Evacuation Plan

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

NATIONAL POWER RODDING CORP.

William T. Kreidler

Printed Name of Authorized Person

Signature

President

Title:

June 11, 2019

Date:

CITY OF AUSTIN

Matthew Duree

Printed Name of Authorized Person

Signature

Procurement Manager

Title:

Date:



NATIONAL POWER RODDING

A Carylson Company

EXHIBIT A

9810 FM 969
Austin, TX 78724
p: (512) 928-1420

www.nationalpowerrodding.com



April 26, 2019

Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
P.O. Box 1088
Austin, TX 78767

RE: Best and Final Offer
Waller Creek Tunnel Dewatering and Sediment Removal
RFP 6300 MDD 3000

Dear Matthew:

Thank you for considering us a finalist for this project and for the request for additional clarifications. We are excited about the possibility of returning to work at the Waller Creek Tunnel.

Clarifications:

The pricing for Mobilization submitted with our original proposal was provided with the understanding that line item 2.1 – Emergency Mobilization, if needed, would take the place of line item 1.1- Mobilization and not be in addition to line item 1.1 if there were a significant rain or flood event.

Our Rain Recovery Plan and Anticipated Timeline was provided in our proposal on page 9 in paragraph 2.8 of Tab 4, Safety Plan (please see attached and below):

2.8 Evacuation Plan

Because the tunnel will be dewatered, but not sealed, there is a danger of inundation in the case of a rain event.

o If an evacuation is needed the following pieces of equipment will be removed within 2-4 hours:

- o Three skid-steer loaders from the tunnel, lifted out by crane;
- o One crane from the lagoon;
- o One generator with miscellaneous equipment that will be stored inside a box truck;
- and
- o All equipment from the lagoon area.

o Removed equipment will be placed near the outer limits of the LOC.

o The submersible pumps, weir tanks, filter pods, steel plates, fencing, and ventilation piping (if any) will remain in place during an emergency evacuation due to a rain event.



NATIONAL POWER RODDING

A Cargill Company

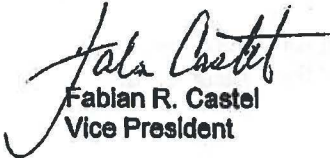
Best and Final Offer
Waller Creek Tunnel Dewatering and Sediment Removal
RFP 6300 MDD 3000
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Best and Final Offer (BAFO):

We have attached our pricing on the attached BAFO form per your request. Our BAFO pricing is the same as our original proposal. We reviewed the time and expenses that we incurred when we performed the work in 2017 and based our proposal on these calculations. We submitted a proposal that we felt put us in position to be the lowest responsible contractor and to perform the work safely.

Please let us know if you need additional information.

Sincerely,


Fabian R. Castel
Vice President

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: National Power Rodding Corp.

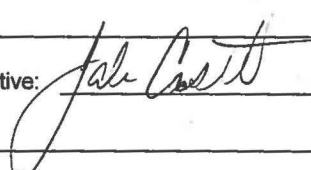
Company Address: 9810 FM 969

City, State, Zip: Austin, TX 78724

Vendor Registration No. Vendor ID: NAT8306400 Vendor #V00000901751

Printed Name of Officer or Authorized Representative: Fabian R. Castel

Title: Vice President

Signature of Officer or Authorized Representative: 

Date: 4/2/19

Email Address: office@nationalpowerrodding.com

Phone Number: 512-928-1420

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by the day following the pre-proposal meeting.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:

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- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsements CG 2010 and CG 2037, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
4. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 24 months. The Contract may be extended beyond the initial term for up to 2 additional 24 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 24 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Watershed Protection Department
Attn:	
Address	WPDInvoices@austintexas.gov
City, State Zip Code	

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
7. **RETAINAGE:** The City will withhold ten percent (10%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

8. **HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

9. **RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

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- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/> .
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

10. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:

<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

11. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City

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Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

12. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

13. MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT: (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

14. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 24 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be

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automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
 - C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
15. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
16. **BUY AMERICAN ACT – SUPPLIES:** (applicable to certain Contracts with Federal funding).
- A. In accordance with applicable Federal Regulations, the City is restricted from purchasing supplies that are not domestic end products, for use within the United States. Offerors shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the Buy American Act Certificate. (See Section 0300, paragraph 55 for additional guidelines).
 - B. Offerors shall sign and return with their Offer, the **Buy American Act Certificate** included in the Solicitation.
17. **WORKING ON OR NEAR ENERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations):** Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm²) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.
36. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

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- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
38. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

John Beachy

512-974-3516

John.Beachy@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN
SCOPE OF WORK Version 1.1
WALLER CREEK TUNNEL DEWATERING AND SEDIMENT AND DEBRIS REMOVAL
Solicitation No.: RFP 6300 MDD3000

1.0 PURPOSE

The City of Austin, Watershed Protection Department, herein referred to as the “City,” is seeking a qualified firm or agency, herein referred to as the “Contractor,” to provide dewatering and sediment and debris removal from the Waller Creek Tunnel and Facilities (WCT), including the services for hauling, transporting, filtering, and disposing of the debris and sediment deposited in the WCT, all combined into a single integrated solution.

Any services that have been omitted from this scope of work that are clearly necessary or in conformance with tunnel dewatering and sediment and debris removal, shall be considered a requirement although not directly specified or called for in the scope of work and shall be included in the Contractor’s proposal and cost.

2.0 BACKGROUND

Austin is in a unique geographic setting where it can receive abundant moisture from the Gulf of Mexico and from waves of energy off of the Pacific Ocean. Some the highest rainfall totals in the world have occurred in this Central Texas Area. Relatively small watersheds are located in the urban core of Austin, and with steep slopes and poor soils, normally dry creek beds with a relatively small amount of rain will turn into quickly rising streams in a matter of minutes.

The Waller Creek Watershed terminates in the eastern area of downtown Austin. The WCT is a new flood control project that reduces the floodplain in the eastern downtown section of Austin, Texas, protecting 42 structures and 12 roadways from flooding. In order to maintain its design capacity, periodic maintenance on the tunnel is required. The site plans and photos are located at this link:

<https://austintexas.box.com/s/ybkxrg807bq8o6bp6d5blh7boog2mdn1>

WTC is approximately one mile long and consists of 5 components: Inlet Facility, Tunnel, 4th Street Creek-Side Inlet, 8th Street Creek-Side Inlet, and the Outlet Facility. The Tunnel holds an approximate volume of 22 million gallons of water and has been in use since May 2015. The Inlet Facility is located at 500 E 12th Street, Austin, TX 78701. The Tunnel runs from the outlet facility approximately a mile in a northern direction to Waterloo Park located at 500 E 12th Street, Austin, TX 78701. 4th Street Creek Side Inlet is located at 714 E 14th Street, Austin, TX 78701. 8th Street Creek Side Inlet is located at 707 E 9th Street. The Outlet Facility is located at 74 Trinity St, Austin TX 78701.

SEDIMENT COMPOSITION AND MEASUREMENT

The sediment found in the outlet shaft during the previous tunnel dewatering and sediment removal performed in mid-2017 was extremely fine and easily suspended in water and did not contain any hazardous materials. It is anticipated but not guaranteed that the remainder of the sediment in the tunnel would be of the same characteristic. The analyses report is located on the FTP site in Section 2.2 above.

Approximately 3000 Tons of wet sediment was removed as part of the last tunnel maintenance in 2017. The actual amount of material in cubic yards of the tunnel may be significantly higher or lower.

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3.0 CONTRACTOR RESPONSIBILITIES

The Contractor shall, except as otherwise specifically stated herein or in any applicable

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part of this Scope of Work, provide all labor, materials, equipment, tools, and other facilities and services necessary for proper execution of the work.

The Contractor shall provide:

3.1 Mobilization to the site including all necessary site security appurtenances

Mobilization shall include, but not be limited to the movement of equipment, personnel, material, supplies, etc. to the work site; the installation of temporary facilities, including but not limited to temporary traffic control and other necessary facilities prior to the initiation of the work. This also includes demobilization.

3.1.1 Onsite staging is restricted to the access ramp of the Outlet Facility up to elevation 450 MSL and, once dewatered, the Outlet Lagoon.

Emergency mobilization may be required, although not anticipated, and shall include the movement of equipment, personnel, material, supplies, etc. to the work site; the installation of temporary facilities, including but not limited to temporary traffic control and other necessary facilities, with less than two weeks' notice by the City, and shall also include demobilization.

3.2 Dewatering approximately twenty-two (22) million gallons of water from the Waller Creek Tunnel

This work shall consist of all required activities to dewater the Waller Creek Tunnel, including but not limited to, temporary pumping and securing all required water treatment facilities or devices. Contractor shall ensure all motorized pumping equipment and accessories shall be sound attenuated per City Code, including but not limited to trailer mounted pumps, generators and powerpacks. Water from the Waller Creek Tunnel is to be discharged into Ladybird Lake, in accordance with the following applicable standards and specifications:

- [Section 1.4.4 - Plan Development and Implementation](#), of the City of Austin Environmental Criteria Manual

3.2.1 Dewatering Method Specifications:

3.2.1.1 The dewatering activities shall meet the following minimum requirements:

- a. The dewatering system shall have a minimum capacity of 5000 gallons per minute (gpm).
- b. After treatment, flows shall only be released directly into storm sewers, stream channels, or Lady Bird Lake and not onto exposed soils, steep slopes or any other site where the flows could cause erosion that would be violation with applicable federal, state, and local statutes.
- c. The contractor shall inspect and monitor the pumping throughout the course of the work. Equipment shall never be left unattended while in use.

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- d. The Contractor shall maintain all pumps and have on-site sufficient fuel, hoses, pumps, and other miscellaneous equipment to provide uninterrupted dewatering, including but not limited to pumps capable of maintaining less than 4 inches of standing water at the outlet shaft.
- e. The Contractor shall be responsible for all equipment left in areas subject to inundation by flood waters and for all damage that occurs to dewatering systems, pumps, and equipment due to flooding within the work area.
- f. The method of discharge into Ladybird Lake shall be completed in a manner to minimize erosion and sediment discharge.

3.2.1.2 The Contractor shall notify the City prior to demobilizing pumping equipment to allow for demobilization of any City owned equipment that may be in place, to ensure the Tunnel can be returned to normal surface level once full.

3.3 Removing, hauling, transporting, and disposing of all sediment and debris located within the Waller Creek Tunnel Outlet Lagoon and Waller Creek Tunnel

This work shall consist of sediment and debris removal from WCT Outlet Lagoon and the Tunnel, a confined space with restricted access, including the services for hauling, transporting, filtering, and disposing of the debris and sediment found deposited in the WCT. All debris and sediment disposal under this item shall be for unclassified type waste.

3.3.1 Sediment and Debris Removal Method Specifications:

- 3.3.1.1 Handling, removal, hauling, and disposal of the sediment shall be done in accordance with local, state, and federal regulations.
- 3.3.1.2 Sediment and debris removal shall be completed to a level in which the entire surface of the concrete tunnel liner is visible for inspection purposes.
- 3.3.1.3 Contractor shall allow for two (2) calendar days at the end of the sediment removal process to provide access, safety, and tunnel entry for City staff and equipment to perform an inspection of the tunnel.

3.4 Significant rain event response

A Significant Rain Event (SRE) for this contract is defined as any event predicted by the National Weather Service for Austin/Camp Mabry which 24 hours in advance of the commencement of rain, the predicted amount is 1/4 inch of rainfall or more over a 24-hour period. However, The City reserves the right to declare an SRE and the Contractor shall begin removal of personnel and equipment at the time requested by the City.

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- 3.4.1 Contractor shall check The National Weather Service website for Austin/Camp Mabry no later than 8:00 a.m. CST each day work is to be performed. Documentation of this activity shall be included in the daily report.
- 3.4.2 Contractor shall provide an estimated time to remove all personnel and equipment out of areas of potential inundation to above 432 MSL. This shall be included in the daily activity report

4.0 CITY RESPONSIBILITIES

The City will:

- 4.1 Provide access to the Outlet Facility to the Contractor.
- 4.2 Provide additional Staging Area / Laydown area of approximately 7500 square feet located at 707 ½ E 5th Street.
- 4.3 Allow surface access at Waterloo Inlet, 8th Street Inlet, 4th Street Inlet for the purposes of secondary access/egress and/or installation of ventilation.
- 4.4 Provide chain link fencing around the perimeter of the work site at the outlet to be installed prior to mobilization by contractor.
- 4.5 Isolate the Tunnel from Lady Bird Lake by the closure of 2 slide gates at the terminus of the 42" recirculation pipes on the lake side of the ogee weir. Secondary protection is obtained by 2 plates anchored at the terminus of the 42" recirculation pipes on the tunnel side of the ogee weir. In addition, inflatable plugs will be deployed within the recirculation pipes. City staff will monitor their pressure throughout the project.
- 4.6 Dewater and clean the surface of the outlet lagoon prior to the first service provided by the Contractor. Any subsequent, rain events or other circumstances which cause the lagoon to fill with water shall be the responsibility of the Contractor.
- 4.7 Utilize steel plates with welded steel pipes and wrapped chain link fence to provide security around Outlet Shaft Opening.
- 4.8 Adjust Waller Creek Facility controls at the Inlet, 4th Street, and 8th Street to bypass wet weather flows to the creek to the maximum extent practical in order to route flows to the creek.
- 4.9 Allow for Contractor to lockout/tagout pond drain gates SLG-004 and SLG-005 at Inlet Facility. These gates impound the volume of water held at the inlet facility. The control of these gates shall be under the authority of the contract for the duration of the project.
- 4.10 Serve as point of contact to facilitate coordination of activities with adjacent property owners and other stakeholders.
- 4.11 Refill the tunnel after the Contractor has provided dewatering, sediment and debris removal services.

5.0 CONSTRAINTS

- 5.1 For Dewatering and Sediment and Debris Removal:

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- 5.1.1 The Waller Creek Tunnel is a critical flood control facility for Downtown Austin and shall remain capable of the flood control aspects of its mission through the duration of the Dewatering and Sediment Removal project. The Contractor shall conduct dewatering and sediment removal while the WCT is open to accept waters from Waller Creek, other local storm drain systems, and Lady Bird Lake.
- 5.1.2 Dry weather flows can still enter the tunnel through the two Side Inlets. Tunnel liner seepage can be expected as well. Total flow rates of approximately 2 cubic feet per second can be expected during dry weather.
- 5.1.3 The Outlet Facility Ogee weir acts a barrier between the Tunnel and Lady Bird Lake. the approximate elevation of the Outlet Ogee Weir is Mean Sea Level (MSL) 430'. The approximate operating (MSL) of Lady Bird Lake is 428.5'. The City cannot control the MSL for Lady Bird Lake; Contractor shall make provisions to monitor the level of the Lake.
- 5.1.4 The flow line at the bottom of the pipe (invert) of the WCT at the outlet shaft is elevation 373 MSL. The invert of the inlet lagoon is elevation 414 MSL. The total distance of the WCT is 5633 linear feet with diameters ranging from 26.5 feet to 20.5 feet. Typical invert of the WCT is an uneven 10 feet wide flat bottom. The tunnel contains several lap ring joints where there are edges of up to 1 inch found especially where the invert abuts the walls.
- 5.1.5 The Contractor shall immediately notify the City of any accident or spill caused by the Contractor during the course of the work. The Contractor shall be responsible for all cost associated with the cleanup, disposal of materials, and remediation of the spill, including any fines, penalties, or other costs and damages imposed upon the City by any agency or private party as a result of the accident/spill or improper discharge by the Contractor.
- 5.2 No equipment shall be staged or otherwise access vegetated areas.
- 5.3 All hydraulic equipment to be used during the course of the work shall utilize biodegradable hydraulic fluid.
- 5.4 Access to the Outlet Facility crosses the Roy Butler Hike and Bike Trail. Any closure of the trail requires prior City approval and shall be as brief as possible.
- 5.5 Onsite parking is extremely limited. Efforts shall be made to reduce personnel vehicles at the site.
- 5.6 Work shall be performed during the standard operating hours between 7:00 a.m. CST and 5:00 p.m. CST Monday – Friday, except on City observed holidays, unless prior City approval for alternate work hours has been given. The City will not pay overtime unless a City approved exigent circumstance occurs.

6.0 WORK PLANS AND SAFETY

- 6.1 The Contractor shall provide the following required Work Plans:

- 6.1.1 Dewatering Operations Plan: Contractor shall develop and submit for City review and approval a proposed dewatering operations plan that will include but not limited to the following:

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- 6.1.1.1 Detailed description of all site preparation tasks including, but not limited to mobilization of equipment, personnel, and materials prior to the start of dewatering, and staging of equipment when not in use.
- 6.1.1.2 Detailed description of means and methods proposed to safely dewater the WTC Outlet Facility Lagoon and the Tunnel, identifying the processes, equipment and personnel to be used, and deployment in and out of all equipment and personnel.
- 6.1.2 Sediment and Debris Removal Plan, including but not limited to:
 - 6.1.2.1 A plan for removal, transportation, and disposal of all materials.
 - 6.1.2.2 Proposed haul route.
 - 6.1.2.3 Proposed location and site for safe disposal of sediment removed. Contractor shall submit all regulatory certifying information of the proposed land fill disposal location for City review and approval. In the plan, the Contractor shall identify accounting for the differences of handling hazardous materials versus non-hazardous materials. Indicate what governmental regulations will be followed.
 - 6.1.2.4 Proposed cutting edge for all loader buckets to be used on the project, if applicable. The cutting edge shall be designed to prevent damage to concrete.
- 6.1.3 Safety Plan, which shall include, but is not limited to the following.
 - 6.1.3.1 Contractor shall provide a detailed description of how all safety aspects will be addressed. At a minimum, this should include site preparation, dewatering, tunnel entry, sediment and debris removal, mobilization, demobilization, hazards, controls and a significant rain event response plan.
 - 6.1.3.2 Provide a description of proposed communication plan including proposed technology system.
 - 6.1.3.2 No persons shall be permitted inside the tunnel shaft until the Safety Plan has been submitted and approved by the City.
- 6.1.4 Tunnel Evacuation Plan, including:
 - 6.1.4.1 Proposed plan for tunnel evacuation and re-entry.
 - 6.1.4.2 Prepare the evacuation plan to include manual elimination of ignition sources from all battery-powered equipment.
 - 6.1.4.3 The evacuation plan is to be posted in a readily visible location at all shafts.

**CITY OF AUSTIN
SCOPE OF WORK
WALLER CREEK TUNNEL DEWATERING AND SEDIMENT AND DEBRIS REMOVAL
Solicitation No.: RFP 6300 MDD3000**

6.1.5 Significant Rain Event Response Plan

6.1.5.1 Proposed plan for when an anticipated and/or actual rain event brings water into the WCT during the course of work in accordance with section 3.4

6.1.6 Contractor shall provide a general description of proposed ventilation system complete with proposed methods to conform to OSHA requirements including but not limited to:

6.1.6.1 Location of the fans.

6.1.6.2 Description of proposed air monitoring plan.

6.1.7 Contractor shall conform with all local, state, and federal requirements, and Occupational Safety and Health Administration (OSHA). Code of Federal Regulations, 29 CFR 1926 OSHA General Health and Safety Standards.

Section 0510: Purchasing Office Exceptions Form

Solicitation Number: MDD3000 Waller Creek Tunnel Dewatering and Sediment Removal

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Copies of this form may be utilized if additional pages are needed.

☒ Accepted as written.

☐ Not accepted as written. See below:

Indicate:

- ☐ 0300 Standard Purchase Terms & Conditions
- ☐ 0400 Supplemental Purchase Provisions
- ☐ 0500 Scope of Work

Page Number

Section Number

Section Description

Alternative Language:

Justification:

BEST AND FINAL OFFER (BAFO)
SECTION 0600A - COST PROPOSAL SHEET
CITY OF AUSTIN - WALLER CREEK TUNNEL SEDIMENT REMOVAL

SOLICITATION NO.: RFP 7500 PAT1003

Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that altering the Price Sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed.

The purpose of this cost proposal sheet is for evaluation purposes only. The quantities noted below are estimates and not a guarantee of actual tasks, work, or quantities. The City does not guarantee the purchase of the tasks listed. Actual tasks may be more or less.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

CATEGORY 1 - Tunnel Dediment and Debris Removal Tasks

The rates listed below shall include all charges for labor, administrative, overhead, per diem, and transportation costs including travel time, mileage and fuel costs. These expenses shall be included in the rates provided and shall not be paid separately.

A bid of "0" (zero) will be interpreted by the City as a no-charge item and the City will not expect to pay for that item. A bid of "no bid" will be interpreted by the City that the proposer does not wish to bid on that item.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY PER TUNNEL CLEANING	UNIT	BAFO UNIT PRICE	EXTENDED PRICE
1.1	Mobilization - inclusive of moving and removing all equipment, personel, and material to the worksite	1	LS	\$550,000.00	\$550,000.00
1.2	Crane Services - incluvise of all crane related cost including equipment rental, accessories, and operator fees	8	Per Week	\$18,766.25	\$150,130.00
1.3	Pumping - inclusive of all cost related to pumping including, equipment, filtration compontents, accessorires, fuel, and personnel time	8	Per Week	\$19,185.53	\$153,484.24
1.4	Sediment Removal - incluvise of all components required to adequately remove debris and sediment, hauling and disposal of all material.	3000	Tons	\$176.67	\$530,010.00
SUBTOTAL - CATEGORY 1 =					\$1,383,624.24

CATEGORY 2 - NON-SPECIFIED ITEMS (Pricing for this Category will not be used to determine award.)

The items below are not considered part of normal operations for removing debris and sediment from Waller Creek Tunnel however may be utilized after a significant rain or flooding event.

ITEM NO.	ITEM DESCRIPTION	UNIT	BAFO UNIT PRICE
2.1	Emergency Mobilizaiton - inclusive of moving and removing all equipment, personel, and material to the worksite with less than two (2) weeks notice.	LS	\$650,000.00
SUBTOTAL - CATEGORY 2 =			\$650,000.00

BEST AND FINAL OFFER (BAFO)
SECTION 0600A - COST PROPOSAL SHEET
CITY OF AUSTIN - WALLER CREEK TUNNEL SEDIMENT REMOVAL

SOLICITATION NO.: RFP 7500 PAT1003

TOTAL EXTENDED PRICE FOR CATEGORIES 1 TO 2 =

\$2,033,624.24

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	National Power Rodding Corp.	
Physical Address	9810 FM 969 Austin, TX 78724	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Guerra Underground, LLC	
Physical Address	9810 FM 969 Austin, TX 78724	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Baer Engineering & Environmental Consulting, Inc.	
Physical Address	7756 Northcross Dr., Suite 211 Austin, TX 78757	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Holt/Caterpillar	
Physical Address	9601 S. IH 35 Frontage Rd. Austin, TX 78724	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Asero (if needed)	
Physical Address	6121 FM 969 Austin, TX 78724	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name National Power Rodding Corp.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name SEE ATTACHED
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____



NATIONAL POWER RODDING

A Carylton Company

2500 West Arthington Street
Chicago, IL 60612

p: (312) 666-7700

f: (312) 666-0748

www.nationalpowerrodding.com

References - Cleaning/Televising of Large Diameter Sewers

1. **Illinois State Toll Highway Authority** **\$1,050,000**
c/o SE3, LLC *Completed*
Daniel Johnson, 630-641-9900 (djohnson@se3.us) *8/2018*
3041 Woodcreek Dr., Suite 211
Downers Grove, IL 60515
Clean and Televis Drainage System, Contract #RR-18-4384
(Cleaning and televising storm sewers, culverts and drainage structures, cleaning ditches, clean, and televise all storm sewers that originate in the median that outfalls outside the pavement areas, erosion repair, culvert cleaning and Maintenance of Traffic during cleaning and construction operations)
2. **Illinois State Toll Highway Authority** **\$1,093,000**
c/o Globetrotters Engineering Corporation *Completed*
Ahmad Safe, PE, 312-907-2591 (ahmad.safi@gec-group.com) *7/2018*
300 S. Wacker
Chicago, IL 60606
Clean and Televis Drainage System, Contract #RR-18-4376
(Cleaning and televising storm sewers and drainage structures, and identifying and documenting structural issues which require repair related storm sewers and drainage structures, within the projects extents.)
3. **Illinois State Toll Highway Authority** **\$1,265,000**
c/o Interra, Inc. *Completed*
Rupen Shah, 708-674-1923 (rshah@interraservices.com) *10/2018*
600 Territorial Dr.
Bolingbrook, IL 60462
Clean and Televis Drainage System, Contract #RR-18-4406
(Cleaning and televising storm sewers, culverts and drainage structures along the I-94 Tri-State, cleaning ditches at locations shown on the plans, clean, and televise all storm sewers that originate in the median that outfall outside the pavement areas, erosion repair, culvert cleaning and Maintenance of Traffic during cleaning and construction operations.)
4. **Timpanogos Special Service District** **\$525,000**
c/o Bowen Collins & Associates *Completed*
Brandon Wyatt, 801-495-2224 (BWyatt@bowencollins.com) *11/2018*
154 E. 17075 South
Draper, UT 84020
Westside Interceptor Cleaning/Inspection and Lehi Flume Removal
(Cleaning and CCTV/sonar/laser inspection of 54" and 60" dia. reinforced concrete sewer interceptor and removal of a nested Palmer-Bowlus flume)
5. **City of Milwaukee** **\$437,256**
Wadee Rafati, 414-286-0506 (wadee.rafati@milwaukee.gov) *Completed*
841 N. Broadway, Room 507 *8/2017*
Milwaukee, WI 53202
Sewer Cleaning and Examination
(36" – 96" dia. combined/storm sewer, box storm sewer, vertical elliptical sewer, horizontal sewer)



References - Cleaning/Televising of Large Diameter Sewers *Page 2*

6. ***City of Austin*** ***\$1,500,000***
John Beachy, 512-974-3516 (john.beachy@austintexas.gov) *Completed*
2600 Weberville Rd. *4/2017*
Austin, TX 78702
Waller Creek Tunnel Sediment and Debris Removal Project
7. ***Veolia Water Milwaukee*** ***\$500,000***
Choo Teoh, 414-482-2040 (choo.teoh@veolia.com) *Completed*
125 S. 84th St. *1/2017*
Milwaukee, WI 53214
NWSRS Tunnel ISS Extension Tunnel Inspection
8. ***Metropolitan Water Reclamation District of Greater Chicago*** *Completed*
c/o Kenny Construction *4/2017*
Joe Demoulin, 847-541-8200 (joe.demoulin@gcinc.com)
2215 Sanders Rd., Suite 400
Northbrook, IL 60062
Salt Creek Intercepting Sewer 2 Rehab
(Clean/TV approx.. 12,000 LF of semi-elliptical 5'9"x5'9" sewer)
9. ***Metropolitan Water Reclamation District of Greater Chicago*** ***\$4,500***
c/o Kenny Construction *Completed*
Joe Demoulin, 847-541-8200 (joe.demoulin@gcinc.com) *6/2016*
2215 Sanders Rd., Suite 400
Northbrook, IL 60062
Chicago Avenue Box Sewer
(Jet 4'x10' sanitary lines)



National Power Rodding Corporation
9810 FM 969
Austin, TX 78724
Tel: 800-621-4342 Fx: 800-694-6944
office@nationalpowerrodding.com

Specializing in today's needs for environmental protection .

Customer Contact	Project Name	Completed	Amount
San Antonio Water System (SAWS) 2800 US Highway 281 North San Antonio, TX 78212 Renee Ybarra, 210-233-3643 Rene.Ybarra@saws.org	<i>2016 Annual Sanitary Sewer Manhole Adjustment Rehabilitation and Replacement Construction Package 1, Job Nos. 16-0114 & 16-1403 Solicitation No. CD-C-16-013-SM</i>	Mar-18	\$1.8M
New Braunfels Utilities 263 E. Main Plaza New Braunfels, TX 78130 Shawn Schorn, 830-608-8972 sschorn@nbutexas.com	Sangerhalle Sewer Lift Station Wet Well Coating Project	Feb-18	\$ 250,000.00
San Antonio Water System c/o SAK Construction (General Contractor) 864 Hoff Rd. O'Fallon, MO 63366 Brian Ackerman, 602-320-5081 backerman@sakcon.com	SAWS C_13 Broadway Corridor Sewer Rehab, Packages 2.C & 4.C SAK Job #16139 600 VF	Oct-17	\$ 380,000.00
City of Corpus Christi 1201 Leopard St. Corpus Christi, TX 78401 Temple Williamson, 361-816-4320 Logan Burton, LNV Engineering, 361-883-1984, Fax: 361-883-1986 loganb@lvinc.com	City-Wide Collection System Replacement & Rehab ID/IQ Procurement, Project No. E12161	Jun-17	\$11M
City of Austin 411 Chicon St. Austin, TX 78702 John Beachy, 512-974-3516 John.Beachy@austintexas.gov	Waller Creek Tunnel Sediment and Debris Removal	Apr-17	\$ 1,600,000.00
Veolia Water Milwaukee 125 S. 84th St., Suite 175 Milwaukee, WI 53214 Choo Teoh choo.teoh@veolia.com	Northwest Side Relief Sewer Tunnel Inspection, Bid #35312	Jan-17	\$ 535,000.00

CITY OF AUSTIN, TEXAS
LIVING WAGES CONTRACTOR CERTIFICATION
(Please duplicate as needed)

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
TBD (See Staff to be Utilized)				

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: National Power Rodding Corp

Signature of Officer
or Authorized
Representative:

Date: 6/21/19

Printed Name: William T. Kreidler

Title: President



NATIONAL POWER RODDING
A Carylton Company

9810 FM 969
Austin, TX 78724
p (512) 928-1420

www.nationalpowerrodding.com



Waller Creek Tunnel Dewatering, Sediment and Debris Removal
RFP No. 6300 MDD3000

STAFF TO BE UTILITIZED

NPR Management

Fabian Castel
Norty Fitzgerald
Jesse Valladares

NPR Employees

Tod Chapin
Ray Wolfe
Konrad Tarnowski
Timothy Rodriguez

Guerra

Underground

Fulgensio Serrano

DFW

Juan Muniz
David Gomez
John Hernandez
Fabian Castel Jr.

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
National Power Rodding Corp.

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified under one of the two following scenarios. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV.** Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB.** Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

Section 0835: Non-Resident Bidder Provisions

Company Name National Power Rodding Corp.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non-resident

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No. Which State: Illinois

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☒ **YES, I DO intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information

Company Name	National Power Rodding Corp.		
City Vendor ID Code	NAT8306400		
Physical Address	9810 FM 969		
City, State Zip	Austin, TX 78724		
Phone Number	512-928-1420	Email Address	office@nationalpowerrodding.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Fabian R. Castel, Vice President

4/2/19

Name and Title of Authorized Representative (Print or Type)

Signature/Date

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☒ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☒ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) ~~and performing Good Faith Efforts.~~

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract,

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following CHECK BOXES **MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation **CANNOT** be added or changed after submission of the bid.

- ☐ Contact SMBR. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ Contact M/WBE firms. Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

- ☐ Follow up with responding M/WBE firms. Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ Advertise. Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☐ Use a Community Organization. Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000
SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	Guerra Underground, LLC
Vendor ID Code	V00000911255
Contact Person	Art Guerra Phone Number: 512-454-4450
Additional Contact Info	Fax Number: E-mail: art@guerraunderground.com
Amount of Subcontract	\$ 9,550.00- .69%
List commodity codes & description of services	Labor - 91345- Construction, Sewer, Storm Drain 91063 - Public Utilities: Water, Sewer + Gas Maint
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	DFW Infrastructure, Inc.
Vendor ID Code	DFW8307726
Contact Person	Donna Brown Phone Number: 888-739-9070
Additional Contact Info	Fax Number: 817-887-5078 E-mail: donna@dfwinfrastructure.com
Amount of Subcontract	\$ 4,225.00 -31%
List commodity codes & description of services	Labor - 91392- Maintenance + Repair, Water System
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS ☒ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	Baer Engineering & Environmental Consulting, Inc.
Vendor ID Code	BAE7086810
Contact Person	Therese Baer Phone Number: 512-453-3733
Additional Contact Info	Fax Number: 512-453-3316 E-mail: tbaer@baereng.com
Amount of Subcontract	\$ 52,450.00 - 3.79%
List commodity codes & description of services	Safety Consultants: 91775- Site Assessment + Site field Obs 91831- Construction Consulting
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Holt/Caterpillar - BD Holt
Vendor ID Code	
Contact Person	Bana Dominick Phone Number: 512-282-201
Additional Contact Info	Fax Number: E-mail: bana.dominick@holtcat.com
Amount of Subcontract	\$ 40,000.00 - 2.89%
List commodity codes & description of services	Generators - 91843- Generator Rental or lease
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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Reviewing Counselor

Date

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Director/Assistant Director or Designee

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000
SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Austin Crane Service
Vendor ID Code	V00000941775
Contact Person	Kurt Timmons Phone Number: 512-452-4400
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$ 103,700.00 - 7.49%
List commodity codes & description of services	Crane Services - 97526
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Mining Equipment Ltd
Vendor ID Code	V00000927953
Contact Person	Geoffrey Clements Phone Number: 970-259-0412
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$ 34,000.00 - 2.46%
List commodity codes & description of services	0314017: Ventilation Fans
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

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Reviewing Counselor

Date

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Director/Assistant Director or Designee

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	United Rentals
Vendor ID Code	REN7164345
Contact Person	Justin Hackler Phone Number: 512-442-1600
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$ 86,000.00 - 6.22%
List commodity codes & description of services	Equipment Rental - 98100 - Rental or lease of Equip General
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Asero
Vendor ID Code	ASE7002695
Contact Person	Phone Number: 512-389-2131
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$ 5,000.00 - .40%
List commodity codes & description of services	91485: Welding (if needed)
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

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Reviewing Counselor

Date

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Director/Assistant Director or Designee

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000
SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Electro Mechanical Services - Austin Armature Works, LP
Vendor ID Code	VS0000007731
Contact Person	Phone Number: 512-312-0088
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$ 25,000.00 - 1.81%
List commodity codes & description of services	Electrical Wiring - 2857150 - Motors, Electric (misc)
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Godwin/Xylem -
Vendor ID Code	GDD7113130
Contact Person	Brandon Ramsey Phone Number: 210-978-2791
Additional Contact Info	Fax Number: E-mail: Brandon.Ramsey@xylem.com
Amount of Subcontract	\$ 62,400.00 - 4.51%
List commodity codes & description of services	Equipment Rental - 98157 - Pumps + Pump Assoc Vent or lease
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☒ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☒ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Matthew Duree/ 974-6346	PM Name/Phone	John Beachy, 974-3516
Sponsor/User Dept.	Watershed Protection Department	Sponsor Name/Phone	John Beachy, 974-3516
Solicitation No	RFP 6300 MDD3000	Project Name	Waller Creek Tunnel Dewatering, Sediment and Debris Removal
Contract Amount	\$2,000,000	Ad Date (if applicable)	2/25/2019
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Removing water, sediment and debris from Waller Creek Tunnel.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
A solicitation was previously issued by CCO, CLMC323A, and received no responses. As a result an emergency contract was issued. Goals were originally assigned based on the hauling aspect, however after work began it was realized the trucks used to remove and haul the sediment are specialized Vac trucks that are specific to the contractors performing the work.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
Storm Drain Cleaning, Repair, and Sludge Removal			
96873		100%	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	2/7/2019	Date Assigned to BDC	2/7/2019
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	

GOAL DETERMINATION REQUEST FORM

<input type="checkbox"/> Exempt from MBE/WBE Procurement Program	<input checked="" type="checkbox"/> No Goals
--	--

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

no availability

Subcontracting Opportunities Identified

no subcontracting opportunities

Keisha Houston-McCutchin

SMBR Staff

[Signature]

Signature/ Date

2/13/19

SMBR Director or Designee

[Signature]

Date

2/14/19

Returned to/ Date:

Section 0835: Non-Resident Bidder Provisions

Company Name National Power Rodding Corp.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non-resident

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No. Which State: Illinois

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
TBD (See Staff to be Utilized)				

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: National Power Rodding Corp.

Signature of Officer
or Authorized
Representative: _____

Date: 4/2/19

Printed Name: Fabian R. Castel

Title: Vice President

Section 0700: Reference Sheet

Responding Company Name National Power Rodding Corp.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name SEE ATTACHED
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____



NATIONAL POWER RODDING

A Carylton Company

2500 West Arthington Street
Chicago, IL 60612

p: (312) 666-7700

f: (312) 666-0748

www.nationalpowerrodding.com

References - Cleaning/Televising of Large Diameter Sewers

1. **Illinois State Toll Highway Authority** **\$1,050,000**
c/o SE3, LLC *Completed*
Daniel Johnson, 630-641-9900 (djohnson@se3.us) *8/2018*
3041 Woodcreek Dr., Suite 211
Downers Grove, IL 60515
Clean and Televis Drainage System, Contract #RR-18-4384
(Cleaning and televising storm sewers, culverts and drainage structures, cleaning ditches, clean, and televise all storm sewers that originate in the median that outfalls outside the pavement areas, erosion repair, culvert cleaning and Maintenance of Traffic during cleaning and construction operations)
2. **Illinois State Toll Highway Authority** **\$1,093,000**
c/o Globetrotters Engineering Corporation *Completed*
Ahmad Safe, PE, 312-907-2591 (ahmad.safi@gec-group.com) *7/2018*
300 S. Wacker
Chicago, IL 60606
Clean and Televis Drainage System, Contract #RR-18-4376
(Cleaning and televising storm sewers and drainage structures, and identifying and documenting structural issues which require repair related storm sewers and drainage structures, within the projects extents.)
3. **Illinois State Toll Highway Authority** **\$1,265,000**
c/o Interra, Inc. *Completed*
Rupen Shah, 708-674-1923 (rshah@interraservices.com) *10/2018*
600 Territorial Dr.
Bolingbrook, IL 60462
Clean and Televis Drainage System, Contract #RR-18-4406
(Cleaning and televising storm sewers, culverts and drainage structures along the I-94 Tri-State, cleaning ditches at locations shown on the plans, clean, and televise all storm sewers that originate in the median that outfall outside the pavement areas, erosion repair, culvert cleaning and Maintenance of Traffic during cleaning and construction operations.)
4. **Timpanogos Special Service District** **\$525,000**
c/o Bowen Collins & Associates *Completed*
Brandon Wyatt, 801-495-2224 (BWyatt@bowencollins.com) *11/2018*
154 E. 17075 South
Draper, UT 84020
Westside Interceptor Cleaning/Inspection and Lehi Flume Removal
(Cleaning and CCTV/sonar/laser inspection of 54" and 60" dia. reinforced concrete sewer interceptor and removal of a nested Palmer-Bowlus flume)
5. **City of Milwaukee** **\$437,256**
Wadee Rafati, 414-286-0506 (wadee.rafati@milwaukee.gov) *Completed*
841 N. Broadway, Room 507 *8/2017*
Milwaukee, WI 53202
Sewer Cleaning and Examination
(36" – 96" dia. combined/storm sewer, box storm sewer, vertical elliptical sewer, horizontal sewer)



NATIONAL POWER RODDING

A Carylton Company

References - Cleaning/Televising of Large Diameter Sewers

Page 2

6. **City of Austin** **\$1,500,000**
John Beachy, 512-974-3516 (john.beachy@austintexas.gov) *Completed*
2600 Weberville Rd. *4/2017*
Austin, TX 78702
Waller Creek Tunnel Sediment and Debris Removal Project
7. **Veolia Water Milwaukee** **\$500,000**
Choo Teoh, 414-482-2040 (choo.teoh@veolia.com) *Completed*
125 S. 84th St. *1/2017*
Milwaukee, WI 53214
NWSRS Tunnel ISS Extension Tunnel Inspection
8. **Metropolitan Water Reclamation District of Greater Chicago** *Completed*
c/o Kenny Construction *4/2017*
Joe Demoulin, 847-541-8200 (joe.demoulin@gcinc.com)
2215 Sanders Rd., Suite 400
Northbrook, IL 60062
Salt Creek Intercepting Sewer 2 Rehab
(Clean/TV approx.. 12,000 LF of semi-elliptical 5'9"x5'9" sewer)
9. **Metropolitan Water Reclamation District of Greater Chicago** **\$4,500**
c/o Kenny Construction *Completed*
Joe Demoulin, 847-541-8200 (joe.demoulin@gcinc.com) *6/2016*
2215 Sanders Rd., Suite 400
Northbrook, IL 60062
Chicago Avenue Box Sewer
(Jet 4'x10' sanitary lines)



National Power Rodding Corporation
9810 FM 969
Austin, TX 78724
Tel: 800-621-4342 Fx: 800-694-6944
office@nationalpowerrodding.com

Specializing in today's needs for environmental protection .

Customer Contact	Project Name	Completed	Amount
San Antonio Water System (SAWS) 2800 US Highway 281 North San Antonio, TX 78212 Renee Ybarra, 210-233-3643 Rene.Ybarra@saws.org	<i>2016 Annual Sanitary Sewer Manhole Adjustment Rehabilitation and Replacement Construction Package 1, Job Nos. 16-0114 & 16-1403 Solicitation No. CD-C-16-013-SM</i>	Mar-18	\$1.8M
New Braunfels Utilities 263 E. Main Plaza New Braunfels, TX 78130 Shawn Schorn, 830-608-8972 sschorn@nbutexas.com	Sangerhalle Sewer Lift Station Wet Well Coating Project	Feb-18	\$ 250,000.00
San Antonio Water System c/o SAK Construction (General Contractor) 864 Hoff Rd. O'Fallon, MO 63366 Brian Ackerman, 602-320-5081 backerman@sakcon.com	SAWS C_13 Broadway Corridor Sewer Rehab, Packages 2.C & 4.C SAK Job #16139 600 VF	Oct-17	\$ 380,000.00
City of Corpus Christi 1201 Leopard St. Corpus Christi, TX 78401 Temple Williamson, 361-816-4320 Logan Burton, LNV Engineering, 361-883-1984, Fax: 361-883-1986 loganb@lvinc.com	City-Wide Collection System Replacement & Rehab ID/IQ Procurement, Project No. E12161	Jun-17	\$11M
City of Austin 411 Chicon St. Austin, TX 78702 John Beachy, 512-974-3516 John.Beachy@austintexas.gov	Waller Creek Tunnel Sediment and Debris Removal	Apr-17	\$ 1,600,000.00
Veolia Water Milwaukee 125 S. 84th St., Suite 175 Milwaukee, WI 53214 Choo Teoh choo.teoh@veolia.com	Northwest Side Relief Sewer Tunnel Inspection, Bid #35312	Jan-17	\$ 535,000.00

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	National Power Rodding Corp.	
Physical Address	9810 FM 969 Austin, TX 78724	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Guerra Underground, LLC	
Physical Address	9810 FM 969 Austin, TX 78724	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Baer Engineering & Environmental Consulting, Inc.	
Physical Address	7756 Northcross Dr., Suite 211 Austin, TX 78757	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Holt/Caterpillar	
Physical Address	9601 S. IH 35 Frontage Rd. Austin, TX 78724	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Asero (if needed)	
Physical Address	6121 FM 969 Austin, TX 78724	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0510: Purchasing Office Exceptions Form

Solicitation Number: MDD3000 Waller Creek Tunnel Dewatering and Sediment Removal

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Copies of this form may be utilized if additional pages are needed.

☒ Accepted as written.

☐ Not accepted as written. See below:

Indicate:

- ☐ 0300 Standard Purchase Terms & Conditions
- ☐ 0400 Supplemental Purchase Provisions
- ☐ 0500 Scope of Work

Page Number

Section Number

Section Description

Alternative Language:

Justification:



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 6300 MDD3000 Addendum No: 3 Date of Addendum: March 26, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Extension:** The proposal due date is hereby extended until Tuesday, April 2nd, 2019 at 2:00 PM.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Fabian R. Castel, Vice President

Name

Authorized Signature

4/2/19

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 6300 MDD3000

Addendum No: 2

Date of Addendum: March 12, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

- (Q1) Can we setup our pumps and filtration unit down near the outlet location by lady bird lake?
- (A1) Yes, pumps and filtration can be set up at the outlet location.
- (Q2) Is the City of Austin going to provide temporary security fence or security personnel during the timeline of this operation or do we need to provide our own?
- (A2) The City of Austin will provide security fencing around the Outlet for the duration of the project.
- (Q3) Is the City of Austin expecting the contractor to test the water after the water runs through the filtration system? If so, what analytical test would they like to test for?
- (A3) No.
- (Q4) It appears that the inspectors are concerned about not allowing any silt, sediment, or debris back into the lake, which will avoid sampling the water. Is that correct?
- (A4) Yes.
- (Q5) In each of the staging areas where equipment and materials will be staged, is the contractor responsible for providing its own security measures to protect their equipment?
- (A5) At the Outlet the City will provide fencing around the LOC. At the 4th Street site and the Inlet Site there is existing fencing that will be in place for this project. At 8th Street there is no fencing. Any other security measures will need to be provided by the contractor.
- (Q6) How many days will the inspection phase Take?
- (A6) Two (2) days.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Fabian R. Castel, Vice President

Name

Authorized Signature

4/2/19

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 6300 MDD3000

Addendum No: 1

Date of Addendum: March 6th, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Document Changes:

1. Replace 0500 Scope of Work with the attached 0500 Scope of Work Version 1.1. 0500 Scope of Work Version 1.1 removed Section 7, Special Specifications.
2. The pre-proposal sign in sheet is attached.

II. Questions:

- (Q1) Will the department be giving vendors water samples for review?
- (A1) There is no need for specific water samples to be given. The water in the tunnel is the same composition of that in Lady Bird Lake.
- (Q2) Will the vendor be responsible for working around aquatic life while performing work.
- (A2) Aquatic wildlife is expected to be found while performing this work. A Texas Parks and Wildlife Aquatic Resource Relocation Plan is NOT required for this work. We do encourage vendors to use practical means when feasible to relocate aquatic resources to Lady Bird Lake or the Outlet Wet Pond
- (Q3) Should the material be dried prior to removal from the worksite?
- (A3) This is a determination of the contractor and their method should be described in the proposal.
- (Q4) Where can I go to become a registered vendor?
- (A4) To become a registered vendor please call the City of Austin's Vendor Registration line at 512-974-2018 or go https://www.austintexas.gov/financeonline/account_services/account/login.cfm and complete the registration process.
- (Q5) Where can I subscribe to the solicitation?
- (A5) You can subscribe to this solicitation, and receive any updated automatically via email, at https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

ACKNOWLEDGED BY:

Fabian R. Castel, Vice President

Name

Authorized Signature

4/2/19

Date

CITY OF AUSTIN
SCOPE OF WORK Version 1.1
WALLER CREEK TUNNEL DEWATERING AND SEDIMENT AND DEBRIS REMOVAL
Solicitation No.: RFP 6300 MDD3000

1.0 PURPOSE

The City of Austin, Watershed Protection Department, herein referred to as the “City,” is seeking a qualified firm or agency, herein referred to as the “Contractor,” to provide dewatering and sediment and debris removal from the Waller Creek Tunnel and Facilities (WCT), including the services for hauling, transporting, filtering, and disposing of the debris and sediment deposited in the WCT, all combined into a single integrated solution.

Any services that have been omitted from this scope of work that are clearly necessary or in conformance with tunnel dewatering and sediment and debris removal, shall be considered a requirement although not directly specified or called for in the scope of work and shall be included in the Contractor’s proposal and cost.

2.0 BACKGROUND

Austin is in a unique geographic setting where it can receive abundant moisture from the Gulf of Mexico and from waves of energy off of the Pacific Ocean. Some the highest rainfall totals in the world have occurred in this Central Texas Area. Relatively small watersheds are located in the urban core of Austin, and with steep slopes and poor soils, normally dry creek beds with a relatively small amount of rain will turn into quickly rising streams in a matter of minutes.

The Waller Creek Watershed terminates in the eastern area of downtown Austin. The WCT is a new flood control project that reduces the floodplain in the eastern downtown section of Austin, Texas, protecting 42 structures and 12 roadways from flooding. In order to maintain its design capacity, periodic maintenance on the tunnel is required. The site plans and photos are located at this link:

<https://austintexas.box.com/s/ybkrxg807bq8o6bp6d5blh7boog2mdn1>

WTC is approximately one mile long and consists of 5 components: Inlet Facility, Tunnel, 4th Street Creek-Side Inlet, 8th Street Creek-Side Inlet, and the Outlet Facility. The Tunnel holds an approximate volume of 22 million gallons of water and has been in use since May 2015. The Inlet Facility is located at 500 E 12th Street, Austin, TX 78701. The Tunnel runs from the outlet facility approximately a mile in a northern direction to Waterloo Park located at 500 E 12th Street, Austin, TX 78701. 4th Street Creek Side Inlet is located at 714 E 14th Street, Austin, TX 78701. 8th Street Creek Side Inlet is located at 707 E 9th Street. The Outlet Facility is located at 74 Trinity St, Austin TX 78701.

SEDIMENT COMPOSITION AND MEASUREMENT

The sediment found in the outlet shaft during the previous tunnel dewatering and sediment removal performed in mid-2017 was extremely fine and easily suspended in water and did not contain any hazardous materials. It is anticipated but not guaranteed that the remainder of the sediment in the tunnel would be of the same characteristic. The analyses report is located on the FTP site in Section 2.2 above.

Approximately 3000 Tons of wet sediment was removed as part of the last tunnel maintenance in 2017. The actual amount of material in cubic yards of the tunnel may be significantly higher or lower.

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3.0 CONTRACTOR RESPONSIBILITIES

The Contractor shall, except as otherwise specifically stated herein or in any applicable

CITY OF AUSTIN
SCOPE OF WORK
WALLER CREEK TUNNEL DEWATERING AND SEDIMENT AND DEBRIS REMOVAL
Solicitation No.: RFP 6300 MDD3000

part of this Scope of Work, provide all labor, materials, equipment, tools, and other facilities and services necessary for proper execution of the work.

The Contractor shall provide:

3.1 Mobilization to the site including all necessary site security appurtenances

Mobilization shall include, but not be limited to the movement of equipment, personnel, material, supplies, etc. to the work site; the installation of temporary facilities, including but not limited to temporary traffic control and other necessary facilities prior to the initiation of the work. This also includes demobilization.

3.1.1 Onsite staging is restricted to the access ramp of the Outlet Facility up to elevation 450 MSL and, once dewatered, the Outlet Lagoon.

Emergency mobilization may be required, although not anticipated, and shall include the movement of equipment, personnel, material, supplies, etc. to the work site; the installation of temporary facilities, including but not limited to temporary traffic control and other necessary facilities, with less than two weeks' notice by the City, and shall also include demobilization.

3.2 Dewatering approximately twenty-two (22) million gallons of water from the Waller Creek Tunnel

This work shall consist of all required activities to dewater the Waller Creek Tunnel, including but not limited to, temporary pumping and securing all required water treatment facilities or devices. Contractor shall ensure all motorized pumping equipment and accessories shall be sound attenuated per City Code, including but not limited to trailer mounted pumps, generators and powerpacks. Water from the Waller Creek Tunnel is to be discharged into Ladybird Lake, in accordance with the following applicable standards and specifications:

- [Section 1.4.4 - Plan Development and Implementation](#), of the City of Austin Environmental Criteria Manual

3.2.1 Dewatering Method Specifications:

3.2.1.1 The dewatering activities shall meet the following minimum requirements:

- a. The dewatering system shall have a minimum capacity of 5000 gallons per minute (gpm).
- b. After treatment, flows shall only be released directly into storm sewers, stream channels, or Lady Bird Lake and not onto exposed soils, steep slopes or any other site where the flows could cause erosion that would be violation with applicable federal, state, and local statutes.
- c. The contractor shall inspect and monitor the pumping throughout the course of the work. Equipment shall never be left unattended while in use.

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Solicitation No.: RFP 6300 MDD3000

- d. The Contractor shall maintain all pumps and have on-site sufficient fuel, hoses, pumps, and other miscellaneous equipment to provide uninterrupted dewatering, including but not limited to pumps capable of maintaining less than 4 inches of standing water at the outlet shaft.
- e. The Contractor shall be responsible for all equipment left in areas subject to inundation by flood waters and for all damage that occurs to dewatering systems, pumps, and equipment due to flooding within the work area.
- f. The method of discharge into Ladybird Lake shall be completed in a manner to minimize erosion and sediment discharge.

3.2.1.2 The Contractor shall notify the City prior to demobilizing pumping equipment to allow for demobilization of any City owned equipment that may be in place, to ensure the Tunnel can be returned to normal surface level once full.

3.3 Removing, hauling, transporting, and disposing of all sediment and debris located within the Waller Creek Tunnel Outlet Lagoon and Waller Creek Tunnel

This work shall consist of sediment and debris removal from WCT Outlet Lagoon and the Tunnel, a confined space with restricted access, including the services for hauling, transporting, filtering, and disposing of the debris and sediment found deposited in the WCT. All debris and sediment disposal under this item shall be for unclassified type waste.

3.3.1 Sediment and Debris Removal Method Specifications:

- 3.3.1.1 Handling, removal, hauling, and disposal of the sediment shall be done in accordance with local, state, and federal regulations.
- 3.3.1.2 Sediment and debris removal shall be completed to a level in which the entire surface of the concrete tunnel liner is visible for inspection purposes.
- 3.3.1.3 Contractor shall allow for two (2) calendar days at the end of the sediment removal process to provide access, safety, and tunnel entry for City staff and equipment to perform an inspection of the tunnel.

3.4 Significant rain event response

A Significant Rain Event (SRE) for this contract is defined as any event predicted by the National Weather Service for Austin/Camp Mabry which 24 hours in advance of the commencement of rain, the predicted amount is 1/4 inch of rainfall or more over a 24-hour period. However, The City reserves the right to declare an SRE and the Contractor shall begin removal of personnel and equipment at the time requested by the City.

**CITY OF AUSTIN
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WALLER CREEK TUNNEL DEWATERING AND SEDIMENT AND DEBRIS REMOVAL
Solicitation No.: RFP 6300 MDD3000**

- 3.4.1 Contractor shall check The National Weather Service website for Austin/Camp Mabry no later than 8:00 a.m. CST each day work is to be performed. Documentation of this activity shall be included in the daily report.
- 3.4.2 Contractor shall provide an estimated time to remove all personnel and equipment out of areas of potential inundation to above 432 MSL. This shall be included in the daily activity report

4.0 CITY RESPONSIBILITIES

The City will:

- 4.1 Provide access to the Outlet Facility to the Contractor.
- 4.2 Provide additional Staging Area / Laydown area of approximately 7500 square feet located at 707 ½ E 5th Street.
- 4.3 Allow surface access at Waterloo Inlet, 8th Street Inlet, 4th Street Inlet for the purposes of secondary access/egress and/or installation of ventilation.
- 4.4 Provide chain link fencing around the perimeter of the work site at the outlet to be installed prior to mobilization by contractor.
- 4.5 Isolate the Tunnel from Lady Bird Lake by the closure of 2 slide gates at the terminus of the 42" recirculation pipes on the lake side of the ogee weir. Secondary protection is obtained by 2 plates anchored at the terminus of the 42" recirculation pipes on the tunnel side of the ogee weir. In addition, inflatable plugs will be deployed within the recirculation pipes. City staff will monitor their pressure throughout the project.
- 4.6 Dewater and clean the surface of the outlet lagoon prior to the first service provided by the Contractor. Any subsequent, rain events or other circumstances which cause the lagoon to fill with water shall be the responsibility of the Contractor.
- 4.7 Utilize steel plates with welded steel pipes and wrapped chain link fence to provide security around Outlet Shaft Opening.
- 4.8 Adjust Waller Creek Facility controls at the Inlet, 4th Street, and 8th Street to bypass wet weather flows to the creek to the maximum extent practical in order to route flows to the creek.
- 4.9 Allow for Contractor to lockout/tagout pond drain gates SLG-004 and SLG-005 at Inlet Facility. These gates impound the volume of water held at the inlet facility. The control of these gates shall be under the authority of the contract for the duration of the project.
- 4.10 Serve as point of contact to facilitate coordination of activities with adjacent property owners and other stakeholders.
- 4.11 Refill the tunnel after the Contractor has provided dewatering, sediment and debris removal services.

5.0 CONSTRAINTS

- 5.1 For Dewatering and Sediment and Debris Removal:

CITY OF AUSTIN
SCOPE OF WORK
WALLER CREEK TUNNEL DEWATERING AND SEDIMENT AND DEBRIS REMOVAL
Solicitation No.: RFP 6300 MDD3000

- 5.1.1 The Waller Creek Tunnel is a critical flood control facility for Downtown Austin and shall remain capable of the flood control aspects of its mission through the duration of the Dewatering and Sediment Removal project. The Contractor shall conduct dewatering and sediment removal while the WCT is open to accept waters from Waller Creek, other local storm drain systems, and Lady Bird Lake.
- 5.1.2 Dry weather flows can still enter the tunnel through the two Side Inlets. Tunnel liner seepage can be expected as well. Total flow rates of approximately 2 cubic feet per second can be expected during dry weather.
- 5.1.3 The Outlet Facility Ogee weir acts a barrier between the Tunnel and Lady Bird Lake. the approximate elevation of the Outlet Ogee Weir is Mean Sea Level (MSL) 430'. The approximate operating (MSL) of Lady Bird Lake is 428.5'. The City cannot control the MSL for Lady Bird Lake; Contractor shall make provisions to monitor the level of the Lake.
- 5.1.4 The flow line at the bottom of the pipe (invert) of the WCT at the outlet shaft is elevation 373 MSL. The invert of the inlet lagoon is elevation 414 MSL. The total distance of the WCT is 5633 linear feet with diameters ranging from 26.5 feet to 20.5 feet. Typical invert of the WCT is an uneven 10 feet wide flat bottom. The tunnel contains several lap ring joints where there are edges of up to 1 inch found especially where the invert abuts the walls.
- 5.1.5 The Contractor shall immediately notify the City of any accident or spill caused by the Contractor during the course of the work. The Contractor shall be responsible for all cost associated with the cleanup, disposal of materials, and remediation of the spill, including any fines, penalties, or other costs and damages imposed upon the City by any agency or private party as a result of the accident/spill or improper discharge by the Contractor.
- 5.2 No equipment shall be staged or otherwise access vegetated areas.
- 5.3 All hydraulic equipment to be used during the course of the work shall utilize biodegradable hydraulic fluid.
- 5.4 Access to the Outlet Facility crosses the Roy Butler Hike and Bike Trail. Any closure of the trail requires prior City approval and shall be as brief as possible.
- 5.5 Onsite parking is extremely limited. Efforts shall be made to reduce personnel vehicles at the site.
- 5.6 Work shall be performed during the standard operating hours between 7:00 a.m. CST and 5:00 p.m. CST Monday – Friday, except on City observed holidays, unless prior City approval for alternate work hours has been given. The City will not pay overtime unless a City approved exigent circumstance occurs.

6.0 WORK PLANS AND SAFETY

- 6.1 The Contractor shall provide the following required Work Plans:

- 6.1.1 Dewatering Operations Plan: Contractor shall develop and submit for City review and approval a proposed dewatering operations plan that will include but not limited to the following:

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WALLER CREEK TUNNEL DEWATERING AND SEDIMENT AND DEBRIS REMOVAL
Solicitation No.: RFP 6300 MDD3000

- 6.1.1.1 Detailed description of all site preparation tasks including, but not limited to mobilization of equipment, personnel, and materials prior to the start of dewatering, and staging of equipment when not in use.
- 6.1.1.2 Detailed description of means and methods proposed to safely dewater the WTC Outlet Facility Lagoon and the Tunnel, identifying the processes, equipment and personnel to be used, and deployment in and out of all equipment and personnel.
- 6.1.2 Sediment and Debris Removal Plan, including but not limited to:
 - 6.1.2.1 A plan for removal, transportation, and disposal of all materials.
 - 6.1.2.2 Proposed haul route.
 - 6.1.2.3 Proposed location and site for safe disposal of sediment removed. Contractor shall submit all regulatory certifying information of the proposed land fill disposal location for City review and approval. In the plan, the Contractor shall identify accounting for the differences of handling hazardous materials versus non-hazardous materials. Indicate what governmental regulations will be followed.
 - 6.1.2.4 Proposed cutting edge for all loader buckets to be used on the project, if applicable. The cutting edge shall be designed to prevent damage to concrete.
- 6.1.3 Safety Plan, which shall include, but is not limited to the following.
 - 6.1.3.1 Contractor shall provide a detailed description of how all safety aspects will be addressed. At a minimum, this should include site preparation, dewatering, tunnel entry, sediment and debris removal, mobilization, demobilization, hazards, controls and a significant rain event response plan.
 - 6.1.3.2 Provide a description of proposed communication plan including proposed technology system.
 - 6.1.3.2 No persons shall be permitted inside the tunnel shaft until the Safety Plan has been submitted and approved by the City.
- 6.1.4 Tunnel Evacuation Plan, including:
 - 6.1.4.1 Proposed plan for tunnel evacuation and re-entry.
 - 6.1.4.2 Prepare the evacuation plan to include manual elimination of ignition sources from all battery-powered equipment.
 - 6.1.4.3 The evacuation plan is to be posted in a readily visible location at all shafts.

**CITY OF AUSTIN
SCOPE OF WORK
WALLER CREEK TUNNEL DEWATERING AND SEDIMENT AND DEBRIS REMOVAL
Solicitation No.: RFP 6300 MDD3000**

6.1.5 Significant Rain Event Response Plan

6.1.5.1 Proposed plan for when an anticipated and/or actual rain event brings water into the WCT during the course of work in accordance with section 3.4

6.1.6 Contractor shall provide a general description of proposed ventilation system complete with proposed methods to conform to OSHA requirements including but not limited to:

6.1.6.1 Location of the fans.

6.1.6.2 Description of proposed air monitoring plan.

6.1.7 Contractor shall conform with all local, state, and federal requirements, and Occupational Safety and Health Administration (OSHA). Code of Federal Regulations, 29 CFR 1926 OSHA General Health and Safety Standards.



NATIONAL POWER RODDING

A Carylton Company

2500 West Arthington Street
Chicago, IL 60612

p: (312) 666-7700

f: (312) 666-5810

www.nationalpowerrodding.com

I, Fabian R. Castel, do Hereby certify that the following is a complete, true and correct copy of certain resolution of the Board of Directors of National Power Rodding Corporation, a corporation duly organized and existing under the laws of the State of Illinois, which resolution was duly adopted on November 28, 2018 and are set forth; that I am keeper of the Corporate Seal and that the said resolution has not been rescinded or modified and remains in full force and effect:

Be it Resolved, that William T. Kreidler, President, Fabian R. Castel, Vice President and Reid W. Ruprecht, Vice President of National Power Rodding Corp. are authorized and directed to execute on behalf of this corporation, any and all contracts, bids or statements.

In Witness Whereof, I have hereunto subscribed by name and affixed the seal of the Corporation, this 2nd day of April, 2019.

Fabian R. Castel
Vice President

4/2/19

Date

Subscribed and sworn before me on this 2nd day of April, 2019.

Notary Public



NATIONAL POWER RODDING
A Carylton Company

2500 West Arthington Street
Chicago, IL 60612

p: (312) 666-7700

f: (312) 666-5810

www.nationalpowerrodding.com

I, Fabian R Castel, do Hereby certify that the following is a complete, true and correct copy of certain resolution of the Board of Directors of National Power Rodding Corporation, a corporation duly organized and existing under the laws of the State of Illinois, which resolution was duly adopted on November 28, 2018 and are set forth; that I am keeper of the Corporate Seal and that the said resolution has not been rescinded or modified and remains in full force and effect:

Be it Resolved, that William T. Kreidler, President, Fabian R. Castel, Vice President and Reid W. Ruprecht, Vice President of National Power Rodding Corp. are authorized and directed to execute on behalf of this corporation, any and all contracts, bids or statements.

In Witness Whereof, I have hereunto subscribed by name and affixed the seal of the Corporation, this 26th day of March, 2019.

Fabian R. Castel
Vice President

3/26/19

Date

Subscribed and sworn before me on this 26th day of March, 2019.



Notary Public





NATIONAL POWER RODDING
A Carylton Company

2500 West Arthington Street
Chicago, IL 60612
p: (312) 666-7700
f: (312) 666-5810
www.nationalpowerrodding.com

STATEMENT OF EXPERIENCE

National Power Rodding Corporation, incorporated in the State of Illinois, and located at 2500 W. Arthington Chicago, IL 60612 with a satellite office in Austin, Texas has been in the Municipal and Industrial sewer cleaning, maintenance and manhole rehabilitation business since October 1949. We have performed extensive services throughout the country and in several foreign countries.

National Power Rodding Corporation was a pioneer in the development and use of closed circuit television equipment for the internal inspections of sewers.

Our work with closed circuit television equipment was applied to the internal pressure chemical grouting of leaking sewer joints, manholes and other structures; a service that we have performed for more than 70 years.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: National Power Rodding Corp.

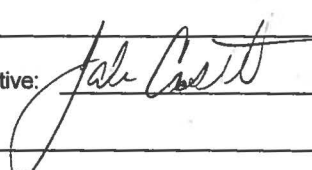
Company Address: 9810 FM 969

City, State, Zip: Austin, TX 78724

Vendor Registration No. Vendor ID: NAT8306400 Vendor #V00000901751

Printed Name of Officer or Authorized Representative: Fabian R. Castel

Title: Vice President

Signature of Officer or Authorized Representative: 

Date: 4/2/19

Email Address: office@nationalpowerrodding.com

Phone Number: 512-928-1420

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☒ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information

Company Name	National Power Rodding Corp.		
City Vendor ID Code	NAT8306400		
Physical Address	9810 FM 969		
City, State Zip	Austin, TX 78724		
Phone Number	512-928-1420	Email Address	office@nationalpowerrodding.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Fabian R. Castel, Vice President

4/2/19

Name and Title of Authorized Representative (Print or Type)

Signature/Date

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☒ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information

Company Name	National Power Rodding Corp.		
City Vendor ID Code	NAT8306400		
Physical Address	9810 FM 969		
City, State Zip	Austin, TX 78724		
Phone Number	512-928-1420	Email Address	office@nationalpowerrodding.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Fabian R. Castel, Vice President

4/2/19

Name and Title of Authorized Representative (Print or Type)

Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE:Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☒ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☒ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) ~~after performing Good Faith Efforts.~~

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following CHECK BOXES **MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE:Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	Guerra Underground, LLC
Vendor ID Code	V00000911255
Contact Person	Art Guerra Phone Number: 512-454-4450
Additional Contact Info	Fax Number: E-mail: art@guerraunderground.com
Amount of Subcontract	\$
List commodity codes & description of services	Labor
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	DFW Infrastructure, Inc.
Vendor ID Code	DFW8307726
Contact Person	Donna Brown Phone Number: 888-739-9070
Additional Contact Info	Fax Number: 817-887-5078 E-mail: donna@dfwinfrastructure.com
Amount of Subcontract	\$
List commodity codes & description of services	Labor
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	Baer Engineering & Environmental Consulting, Inc.
Vendor ID Code	BAE7086810
Contact Person	Therese Baer Phone Number: 512-453-3733
Additional Contact Info	Fax Number: 512-453-3316 E-mail: tbaer@baereng.com
Amount of Subcontract	\$
List commodity codes & description of services	Safety Consultants
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Holt/Caterpillar
Vendor ID Code	
Contact Person	Bana Dominick Phone Number: 512-282-201
Additional Contact Info	Fax Number: E-mail: bana.dominick@holtcat.com
Amount of Subcontract	\$
List commodity codes & description of services	Generators
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Austin Crane Service
Vendor ID Code	V00000941775
Contact Person	Kurt Timmons Phone Number: 512-452-4400
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	Crane Services
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Mining Equipment Ltd
Vendor ID Code	V00000927953
Contact Person	Geoffrey Clements Phone Number: 970-259-0412
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	0314017: Ventilation Fans
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	United Rentals
Vendor ID Code	REN7164345
Contact Person	Justin Hackler Phone Number: 512-442-1600
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	Equipment Rental
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Asero
Vendor ID Code	ASE7002695
Contact Person	Phone Number: 512-389-2131
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	91485: Welding (if needed)
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Electro Mechanical Services
Vendor ID Code	
Contact Person	Phone Number: 512-312-0088
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	Electrical Wiring
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Godwin/Xylem
Vendor ID Code	
Contact Person	Brandon Ramsey Phone Number: 210-978-2791
Additional Contact Info	Fax Number: E-mail: Brandon.Ramsey@xyleminc.com
Amount of Subcontract	\$
List commodity codes & description of services	Equipment Rental
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date



National Power Rodding Corp.

Proposal

for

City of Austin

Waller Creek Tunnel Dewatering,

Sediment and Debris Removal

RFP Number: 6300 MDD3000

April 2, 2019

**Tab 1
EXECUTIVE SUMMARY**

**Tab 2
CITY OF AUSTIN PURCHASING
DOCUMENTS**

**Tab 3
BUSINESS ORGANIZATION**

**Tab 4
SYSTEM CONCEPT AND SOLUTION**

**Tab 5
PROGRAM AND SCHEDULE**

**Tab 6
EXPERIENCE AND QUALIFICATIONS**

**Tab 7
COST PROPOSAL**

**Tab 8:
LOCAL BUSINESS PRESENCE**

**SECTION 0600A - COST PROPOSAL SHEET
CITY OF AUSTIN
WALLER CREEK TUNNEL SEDIMENT REMOVAL**

SOLICITATION NO.: RFP 7500 PAT1003

Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that altering the Price Sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed.

The purpose of this cost proposal sheet is for evaluation purposes only. The quantities noted below are estimates and not a guarantee of actual tasks, work, or quantities. The City does not guarantee the purchase of the tasks listed. Actual tasks may be more or less.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

CATEGORY 1 - Tunnel Dediment and Debris Removal Tasks

The rates listed below shall include all charges for labor, administrative, overhead, per diem, and transportation costs including travel time, mileage and fuel costs. These expenses shall be included in the rates provided and shall not be paid separately.

A bid of "0" (zero) will be interpreted by the City as a no-charge item and the City will not expect to pay for that item. A bid of "no bid" will be interpreted by the City that the proposer does not wish to bid on that item.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY PER TUNNEL CLEANING	UNIT	UNIT PRICE	EXTENDED PRICE
1.1	Mobilization - inclusive of moving and removing all equipment, personel, and material to the worksite	1	LS	\$550,000.00	\$550,000.00
1.2	Crane Services - incluvise of all crane related cost including equipment rental, accessories, and operator fees	8	Per Week	\$18,766.25	\$150,130.00
1.3	Pumping - inclusive of all cost related to pumping including, equipment, filtration compontents, accessorires, fuel, and personnel time	8	Per Week	\$19,185.53	\$153,484.24
1.4	Sediment Removal - incluvise of all components required to adequately remove debris and sediment, hauling and disposal of all material.	3000	Tons	\$176.67	\$530,010.00
SUBTOTAL - CATEGORY 1 =					\$1,383,624.24

CATEGORY 2 - NON-SPECIFIED ITEMS (Pricing for this Category will not be used to determine award.)

The items below are not considered part of normal operations for removing debris and sediment from Waller Creek Tunnel however may be utilized after a significant rain or flooding event.

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
2.1	Emergency Mobilizaiton - inclusive of moving and removing all equipment, personel, and material to the worksite with less than two (2) weeks notice.	LS	\$650,000.00
SUBTOTAL - CATEGORY 2 =			\$650,000.00

**SECTION 0600A - COST PROPOSAL SHEET
CITY OF AUSTIN
WALLER CREEK TUNNEL SEDIMENT REMOVAL**

SOLICITATION NO.: RFP 7500 PAT1003

TOTAL EXTENDED PRICE FOR CATEGORIES 1 TO 2 =

\$2,033,624.24



NATIONAL POWER RODDING
A Carylton Company

2500 West Arthington Street
Chicago, IL 60612
p: (312) 666-7700
f: (312) 666-5810
www.nationalpowerrodding.com

STATEMENT OF EXPERIENCE

National Power Rodding Corporation, incorporated in the State of Illinois, and located at 2500 W. Arthington Chicago, IL 60612 with a satellite office in Austin, Texas has been in the Municipal and Industrial sewer cleaning, maintenance and manhole rehabilitation business since October 1949. We have performed extensive services throughout the country and in several foreign countries.

National Power Rodding Corporation was a pioneer in the development and use of closed circuit television equipment for the internal inspections of sewers.

Our work with closed circuit television equipment was applied to the internal pressure chemical grouting of leaking sewer joints, manholes and other structures; a service that we have performed for more than 70 years.



RESUME
WILLIAM T. KREIDLER

William Kreidler graduated in 1991 with a bachelor's degree in Accounting from the University of Illinois, Chicago. He obtained his CPA certificate in May 1991 and worked in public accounting for five years before joining National Power Rodding Corporation.

Since joining National Power Rodding Corp., Bill has worked on streamlining operations and developing new and innovative approaches to project management. In addition to his responsibilities at National Power Rodding Corp., he became President to our sister company, Select Environmental Services, Inc. in Florida in 2009.

General Manager 1995-1997

Vice President 1997-2014

President 2014 - Present

Responsible for:

- Project Oversight
- Contract Expedition
- Sales
- Human Resources
- Administration
- Finance
- Working directly with government, engineering firms and contractors to ensure successful and timely completion of contracts.

Recent projects include:

City of Austin
Wastewater Line Relay and Spot Repair \$10,400,000
Responsibilities including planning and overseeing contract according to deadlines and within budget, including acquiring resources and coordinating the efforts of City and superintendent and subcontractors and consultants in order to deliver project according to plan. Overseeing quality control throughout contract. This contract included wastewater line repairs and installations and adjustments of new manholes.

City of Austin
Annual Service Agreement for Manhole Rehab
\$7,600,000
Responsibilities including planning and overseeing contract according to deadlines and within budget, including acquiring resources and coordinating the efforts of City and superintendent and subcontractors and consultants in order to deliver project in accordance with contract specifications. Overseeing quality control throughout contract. This 3-year contract included manhole rehabilitation and grouting.



NATIONAL POWER RODDING

A Carylton Company

City of Chicago

Cleaning and Televising

\$7,200,000

Responsibilities including planning and overseeing contract according to deadlines and within budget, including acquiring resources and coordinating the efforts of superintendent and subcontractors and consultants in order to deliver project in accordance with contract specifications. Overseeing quality control throughout contract. This citywide contract included cleaning and televising sewer lines and lateral connections and dye testing.

Northeast Ohio Regional Sewer District

Easterly Dist. Hydraulic Improvement Contract

\$2,900,000

Responsibilities including planning and overseeing contract according to deadlines and within budget, including acquiring resources and coordinating the efforts of Engineers, superintendent and subcontractors and consultants in order to deliver project in accordance with contract specifications. Overseeing quality control throughout contract. This contract located in Cleveland, OH included catch basin and interceptor sewer cleaning, including removal of roots and mineral deposits .

Northeast Ohio Regional Sewer District

Manhole Rehabilitation Contract

\$1,300,000

Responsibilities including planning and overseeing contract according to deadlines and within budget, including acquiring resources and coordinating the efforts of Engineers, superintendent and subcontractors and consultants in order to deliver project in accordance with contract specifications. Overseeing quality control throughout contract. This contract located in Cleveland, OH included manhole rehabilitation with epoxy and cement.

Gary Sanitary District

Large Dia. Sewer Cleaning & Televising

\$6,000,000

Responsibilities including planning and overseeing contract according to deadlines and within budget, including acquiring resources and coordinating the efforts of Engineers, superintendent and subcontractors and consultants in order to deliver project in accordance with contract specifications. Overseeing quality control throughout contract. This 5-year contract located in Gary, IN included cleaning, bypass pumping and televising 20" – 132" sewers, including box sewers.

Certifications/Training:

City of Chicago Sewer and Drain License

State of Illinois Commercial Pesticide Applicator

State of Florida Certified Underground Utility & Excavation Contractor



NATIONAL POWER RODDING

A Carylton Company

2500 West Arthington Street
Chicago, IL 60612

p: (312) 666-7700

f: (312) 666-0748

www.nationalpowerrodding.com

RESUME

NORWOOD FITZGERALD
GENERAL SUPERINTENDENT
312-907-5669

General

Superintendent 1995 - Present

Duties

Responsible for safe field operations on cleaning and televising projects, manages production, schedules, trains operators and Superintendents and works directly with customer's project managers.

Safety

Qualifications:

20+ years of Safe Large Diameter Sewer Cleaning

Certified in:

1. Hazard Communication
2. Confined Space Entry
3. Respiratory Protection
4. Lockout/Tagout
5. Fall Protection
6. Hearing Conservation
7. Accident Investigation & Job Safety Analysis 40 Hour Worker Program (Hazwoper)
8. PACP

Partial List of Projects:

Kenny Construction

Sewer Cleaning for lining process for City of Chicago Contracts

Northeast Ohio Regional Sewer District

Easterly District Interceptor Hydraulic Improvement Contract

Walsh Construction

Sewer Cleaning and Televising

Gary Sanitary District

Large Diameter Sewer Cleaning and Televising

City of Chicago

Cleaning and Televising – Citywide Locations

Metropolitan Water Reclamation District of Greater Chicago

Large Diameter Sewer Cleaning and Televising



NATIONAL POWER RODDING CORP.

The Environmental Protection Specialists

9810 FM 969 • Austin, TX 78724 • 512--928-1420 • Fax: 800-694-6944

RESUME Jesse Valladares

2009-2014 Foreman

Duties: Responsible for supervision of multiple crews, including manhole rehabilitation, cleaning and televising of sewer systems, manhole adjustments and sewer repair

2014-Present Superintendent

Duties: Responsible for manhole rehabilitation and adjustment contracts. Manager of subcontractors and customers. Also responsible for supervising and quality control of rehabilitation and repair projects

Certifications 40 Hr Hazwoper
NPRC Training Program- Confined Space Training/MSDS Hazardous Communication, Fall Protection, Lock out/Tag Out, Respiratory Protection, PPE, Hearing Conservation
Trench Safety Competent Person

Partial list of Projects References:

City of Corpus Christi	City-Wide Collection System	In progress
1201 Leopard St.	Replacement & Rehab	
Corpus Christi, TX 78401	ID/IQ Procurement, Project No. E12161	
Temple Williamson, 361-816-4320		
Eric Gasper, LNV Engineering, 361-883-1984, Fax: 361-883-1986		
egasper@lnvinc.com		

San Antonio Water System	EARZ Small Diameter Rehab	Completed
2800 US Highway 281 North	Project	2014
San Antonio, Tx 78212	Contract #C-13-CD-042-MF	
Jeff Andrews, 210-233-3281		
jeff.andrews@saws.org		

Clear Lake City Water Authority

900 Bay Area Blvd.

Houston, TX 77058

Brian Edwards, LAN , 713-821-0336, Fax: 713-266-2089

btedwards@lan-inc.com

Storm Sewer Phase 22 Rehab

LAN Project #120-11546-000-600 (1.01)

May-13

City of Georgetown, TX

113 E. 8th St.

Georgetown, TX 78626

Michael Newman, KPA Engineers: 512-819-9478, Fax: 254-773-6667

mnewman@kpaengineers.com

EARZ VIII Wastewater Rehab

Jul-13



RESUME
Fabian R. Castel

Vice President 2016 - Present

Project Manager 1996 – 2016

Duties: Responsible for supervision of multiple crews, including manhole rehabilitation, cleaning and televising of sewer systems, manhole adjustments and sewer repair.

Responsible for large manhole rehabilitation and adjustment contracts. Manager of subcontractors and customers for Texas division. Also responsible for supervising training and quality control of all rehabilitation and repair projects.

Certifications NACE Coating Inspector Level 1 — Certified
40 Hr Hazwoper
10 Hr Construction
NPRC Training Program- Confined Space Training/MSDS Hazardous Communication, Fall Protection, Lock out/Tag Out, Respiratory Protection, PPE, Hearing Conservation
Trench Safety Competent Person




















**Partial list of
Projects References:**

City of Round Rock	Parkfield Circle Culvert Rehabilitation	\$225,000
2008 Enterprise Dr.		Completed
Round Rock, TX 78664		7/2018
Danny Halden, 512-218-6610, dhalden@roundrocktexas.gov		

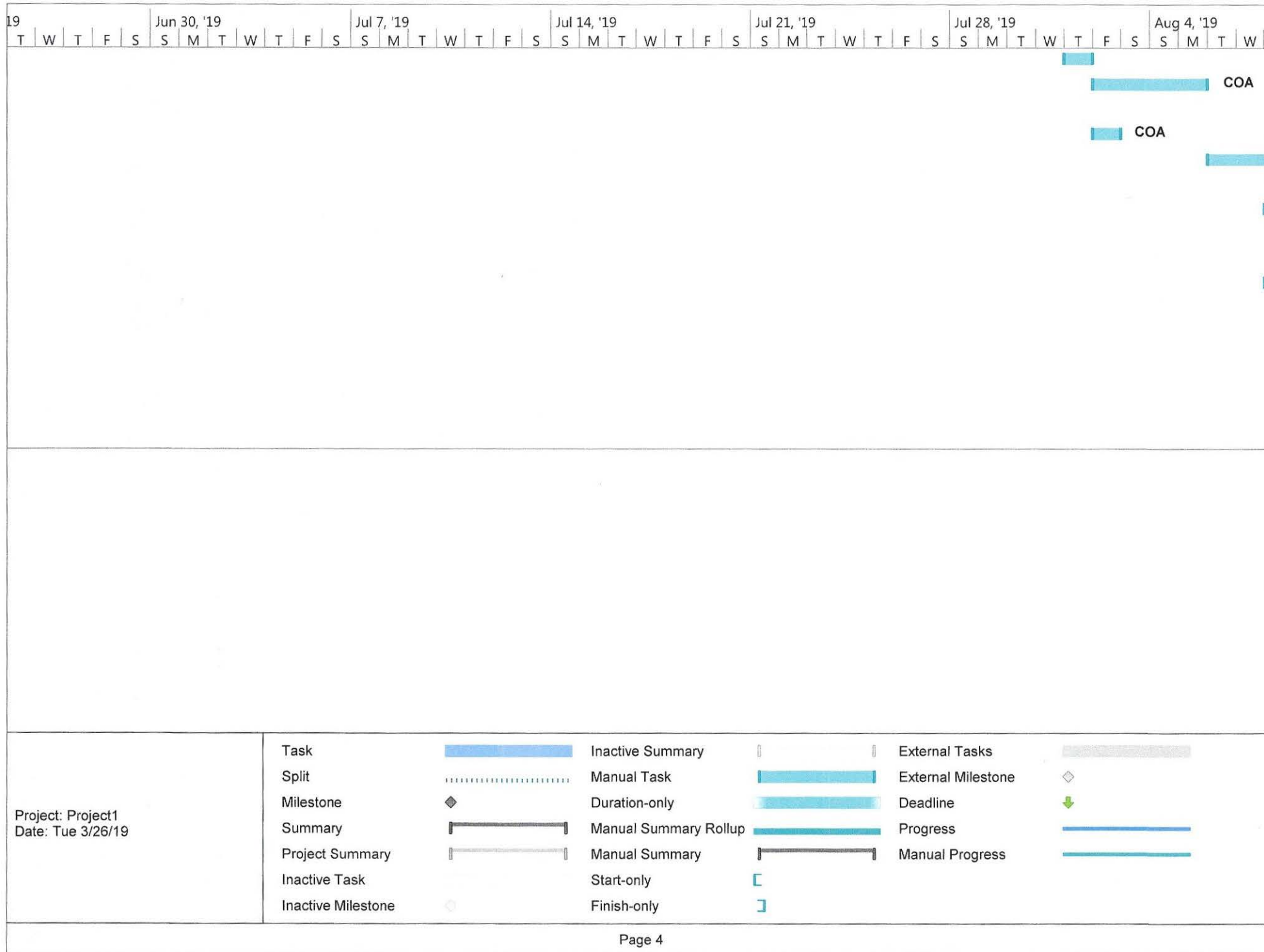
City of Corpus Christi	City-Wide Collection System	\$11,000,000
1201 Leopard St.	Replacement & Rehab	Completed
Corpus Christi, TX 78401	ID/IQ Procurement, Project No. E12161	6/2017
Temple Williamson, 361-816-4320		
Logan Burton, LNV Engineering, 361-883-1984, Fax: 361-883-198		
loganb@lvinc.com		

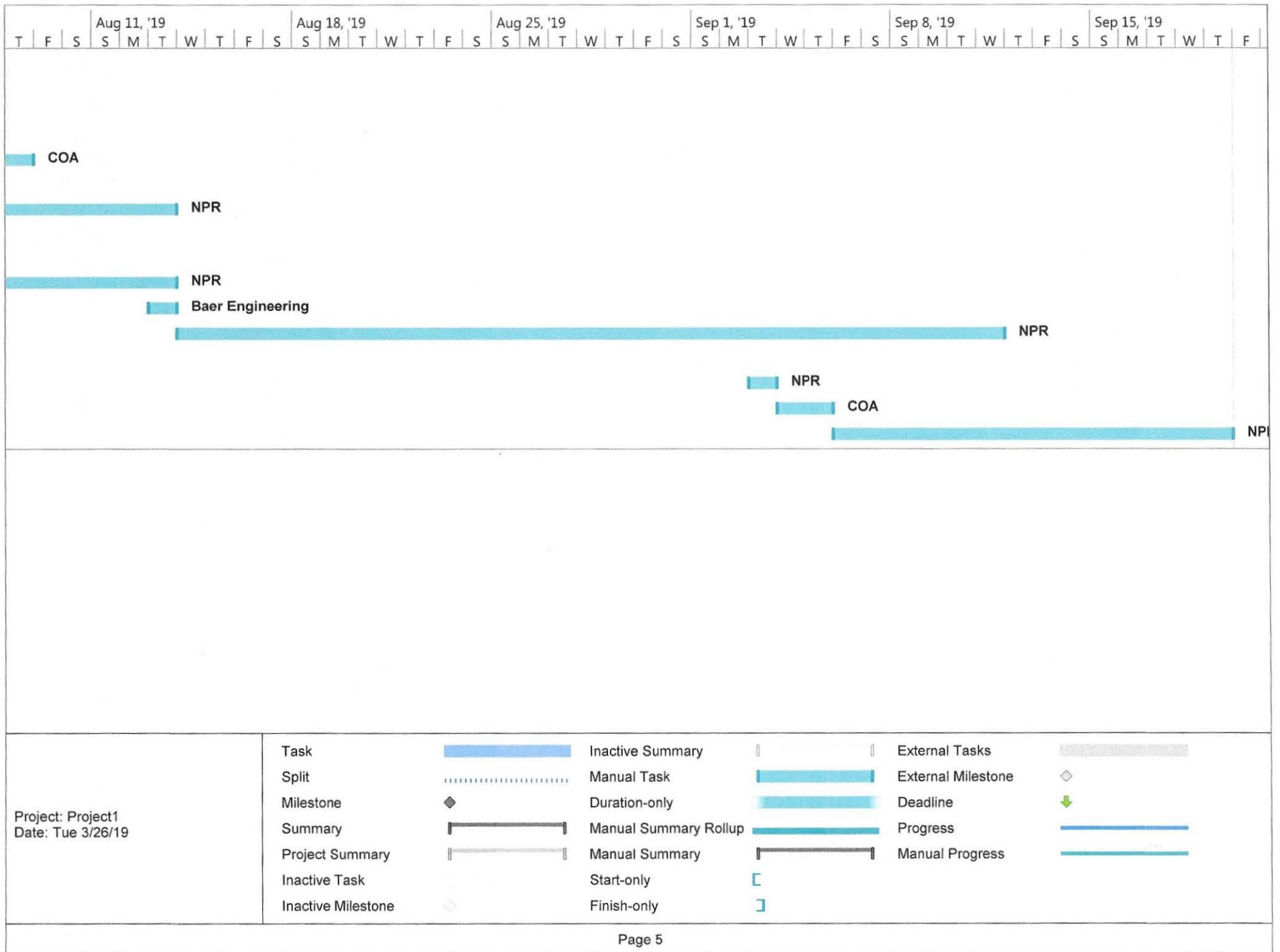
City of Austin	Waller Creek Tunnel Sediment	\$1,500,000
741 Trinity Street	and Debris Removal Project	Completed
Austin, TX 78701	CIP ID 10878.001, IFB #CLMC323A	4/2017
John Beachy, 512-974-3516, john.beachy@austintexas.gov		

ID		Task Name	Duration	Start	Finish	Predecessors	Resource Names	24, '19				
								M	T	W	T	F
1		Mobilization and Site Walk Through	1 day	Thu 8/1/19	Thu 8/1/19							
2		COA De-Watering of Lagoon and 2 Ft of Outlet Shaft	2 days	Fri 8/2/19	Mon 8/5/19		COA					
3		COA Installation of LOC fence	1 day	Fri 8/2/19	Fri 8/2/19		COA					
4		Installation of fencing around the Outlet Shaft and clean the sludge from the deck	3 days	Tue 8/6/19	Thu 8/8/19		COA					
5		Set up crane and pumps to De-Water the Outlet Shaft and Tunnel to 1ft from the bottom	4 days	Thu 8/8/19	Tue 8/13/19		NPR					
6		Setting Weir tanks and filter pods and piping	4 days	Thu 8/8/19	Tue 8/13/19		NPR					
7		Air Monitoring the Tunnel	1 day	Tue 8/13/19	Tue 8/13/19		Baer Engineering					
8		Removing Sludge from the outlet Shaft opening and Tunnel	21 days	Wed 8/14/19	Wed 9/11/19		NPR					
9		Post TV the Tunnel	1 day	Tue 9/3/19	Tue 9/3/19		NPR					
10		Inspections	2 days	Wed 9/4/19	Thu 9/5/19		COA					
11		De-Mobilize	10 days	Fri 9/6/19	Thu 9/19/19		NPR					

Project: Project1 Date: Tue 3/26/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

[illegible]







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Waller Creek Tunnel Dewatering, Sediment and Debris Removal
RFP No. 6300 MDD3000

STAFF TO BE UTILITIZED

NPR Management

Fabian Castel
Norty Fitzgerald
Jesse Valladares

NPR Employees

Tod Chapin
Ray Wolfe
Konrad Tarnowski
Timothy Rodriguez

Guerra

Underground

Fulgensio Serrano

DFW

Juan Muniz
David Gomez
John Hernandez
Fabian Castel Jr.

Waller Creek Tunnel Sediment and Debris Removal Project

Significant Rain Event Response

In the event of a significant rain fall (1/4" or more over a 24 hr. period or the Owner declares one) while the Waller Creek Tunnel Sediment and Debris Removal Project is on going the following step will be taken to remove all equipment and personnel from WCT (Waller Creek Tunnel) to the elevation of 432 MSL.

The PM/Superintendents will monitor the weather from an App (The Weather Channel App) on their phones and set the App to alert for a potential rain event.

An estimated time to removal the list of equipment below is still unknown at this time. We anticipate being able to get the equipment out within a 4-6 hour timeframe.

- Removal of the two fans at Waterloo Park and 4th Street out of WCT
- Removal of 3 T 650 Bobcats from WCT
- Removal of a 65T crane
- Removal of box truck that will serve as a office for the Safety Officer from the Lagoon landing
- Removal of 1-6" DV150 pump from the Lagoon landing
- Drive the 3- Vac Trucks out of the Lagoon landing

Equipment that will stay on the Lagoon Landing

- 3- weir Tanks
- 4- Bag Filters
- All the piping
- 3- 8" electric submersible pumps
- Fencing around the Outlet Shaft
- Temporary fencing around the LOC

WALLER CREEK TUNNEL

SEDIMENT AND DEBRIS REMOVAL PROJECT

HEALTH AND SAFETY PLAN

Baer Engineering Project No.17008.01

Prepared for:



Prepared by:
Baer Engineering and Environmental Consulting, Inc.
7756 Northcross Drive, Suite 211, Austin, Texas 78757
Phone: 512.453.3733 **Facsimile:** 512.453.3316 **Toll Free:** 800.926.9242

MARCH 25, 2019



This plan is designed to accompany the National Power Rodding Corporation (NPR) corporate Health and Safety Manual. This **Project HASP** will be revised as additional information becomes available.

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1.0 PROJECT SUMMARY

1.1 Statement of Work

National Power Rodding (NPR) will dewater the Waller Creek Tunnel, remove stranded wildlife, remove accumulated sediment, and dispose of the sediment in accordance with applicable laws and regulations. The purpose of this cleaning activity is to facilitate tunnel inspection by the City of Austin (COA).

Safety

- In order to complete the project safely and in accordance with the specification, NPR will draft and implement a Health and Safety Plan (HASP) prior to meetings with the COA.
- NPR will maintain a Safety Officer on site every day that tunnel-entry is planned.
- Real-time air-monitoring will be conducted using MultiRAE (or equivalent) gas monitors. These will include personnel monitors and area monitors.
- Tunnel workers will have escape packs available at all times.
- Communication will be established by radio for all entrants with personnel on the surface.
- The site will be treated as a Permit-Required Confined Space.

Dewatering, Securing the Limits of Construction (LOC), and Ventilation

Day 1 through 14

- Install temporary fencing around the LOC.
- Dewater the 1st tier of the tunnel (the lagoon).
- Install fencing around the 42-foot diameter shaft. Fencing will be secured to 4,000 lb. road plates. Plates will also have welded anchors to provide tie-offs for fall protection during work in the pipe.
- Set up discharge and filtration system.
- Dewater the 42-foot diameter outlet pipe.

Tunnel Entry

Day 15

- Initiate atmospheric monitoring.
- Conduct initial assessment of tunnel conditions. Crew will have 30 minute escape packs in the event that the atmosphere become unstable.

Aquatic Life

Day 16 through 20

- Once the water has been lowered to a level that is sufficient, aquatic wildlife (if present) will be removed from the tunnel and placed in Lady Bird Lake.

Sediment and Debris Removal

Day 20-42

- Pump water down to lowest level
- Set bobcats into tunnel.
- Clean floor using squeegee attachments.
- Push debris to the outlet
- Load out debris and sediment through the outlet, using a three-yard container, hoisted by crane to the surface.
- Use vacuum trucks to remove debris from bottom of the tunnel at the outlet..
- Dispose of the waste.

Inspection

Day 42-56

- The tunnel will be inspected by COA personnel.

Demobilize

Day 57-70

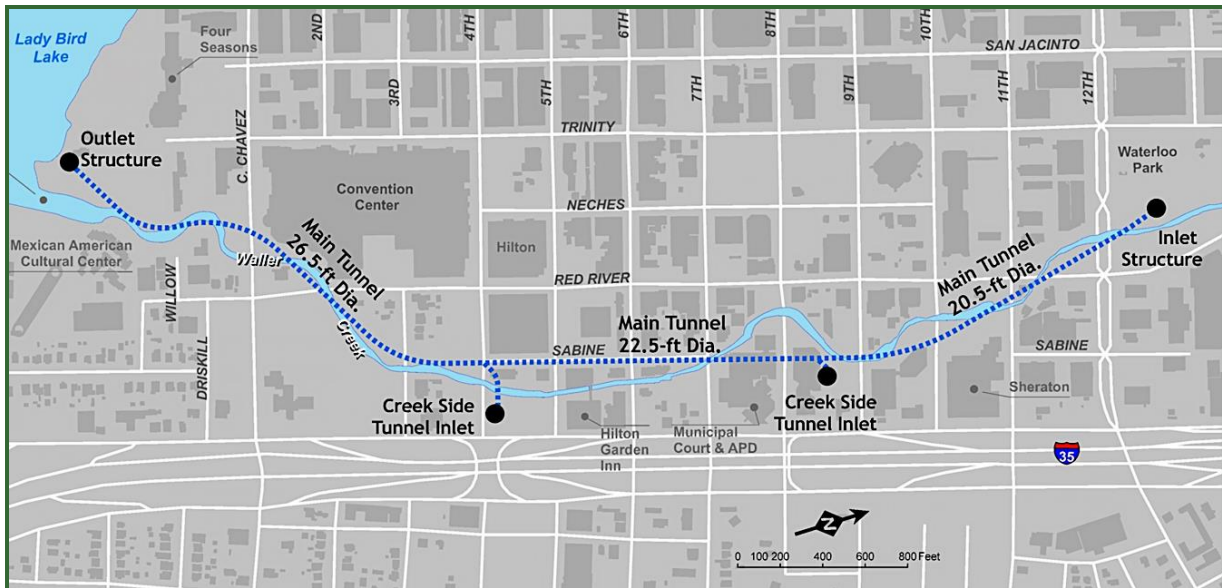
- Remove equipment from the tunnel and lagoon areas.

1.2 Project Contacts

NAME	COMPANY/ROLE	EMAIL	TELEPHONE
John Beachy	City of Austin Project Manager	John.Beachy@austintexas.gov	Phone: 512.974.3516 Cell: 512.699.8630
Ramesh Swaminathan	City of Austin Managing Engineer	Ramesh.Swaminathan@austintexas.gov	Phone: 512.974.3561
Pete Casares	City of Austin WCT Maintenance Supervisor	Pete.Casares@austintexas.gov	Phone: 512.974.2567
Fabian Castel	National Power Rodding Project Manager	FCastel@nationalpowerrodding.com	Phone: 512.928.1420 Phone: 1.800.621.4342 Mobile: 312.907.0669
Bill Kreidler	National Power Rodding Contract Oversight	BKreidler@nationalpowerrodding.com	Phone: 312.666.7292 Cell: 312.907.1250
Other site personnel	National Power Rodding		
Norwood Fitzgerald	National Power Rodding Superintendent	nortyfizgerald@nationalpowerrodding.com	Phone: 312.666.7292 Cell: 312.907.5669
Jesse Valladares	National Power Rodding Superintendent	Jvalladares@nationalpowerrodding.com	Phone: 312.666.7292 Cell: 512.658.2871
Tyler Georger	Rain for Rent	TGEORGER@rainforrent.com	Office: 210.648.4006 Cell: 210.602.8887
John Coombs	Crane Superintendent	john@austincrane.com	Office: 512-452-4400 Cell: 512-944-4512
Craig M, Stewart	Equipment Operator		
Rosemary Wyman	Baer Engineering	rwyman@baereng.com	Office: 512.453.3733 Cell: 512.585.0176
Mark Sloop	Baer Engineering	msloop@baereng.com	Office: 512.453.3733 Cell: 813.7671685
Leilani Williams	Baer Engineering	lwilliams@baereng.com	Office: 512.453.3733 Cell: 832.795.7745
Eric Tazawa	Baer Engineering	etazawa@baereng.com	Office: 512.453.3733 Cell: 504.301.7091
Jerry Morford, CIH	Baer Engineering	jmorford@baereng.com	Office: 512.453.3733 Cell: 512.659.5287
Captain Randy Hazelrig	Office of Special Operations & Homeland Security Austin Fire Department		Office: 512.974.4168
Battalion Chief Randell Nations	Austin Fire Department Special Operations B6-C		Cell: 512.750.5864
Larry D. Jantzen, MEP	Division Chief Office of Special Operations and Homeland Security Austin Fire Department		Office: 512.974.4104 Cell: 512.587.5334

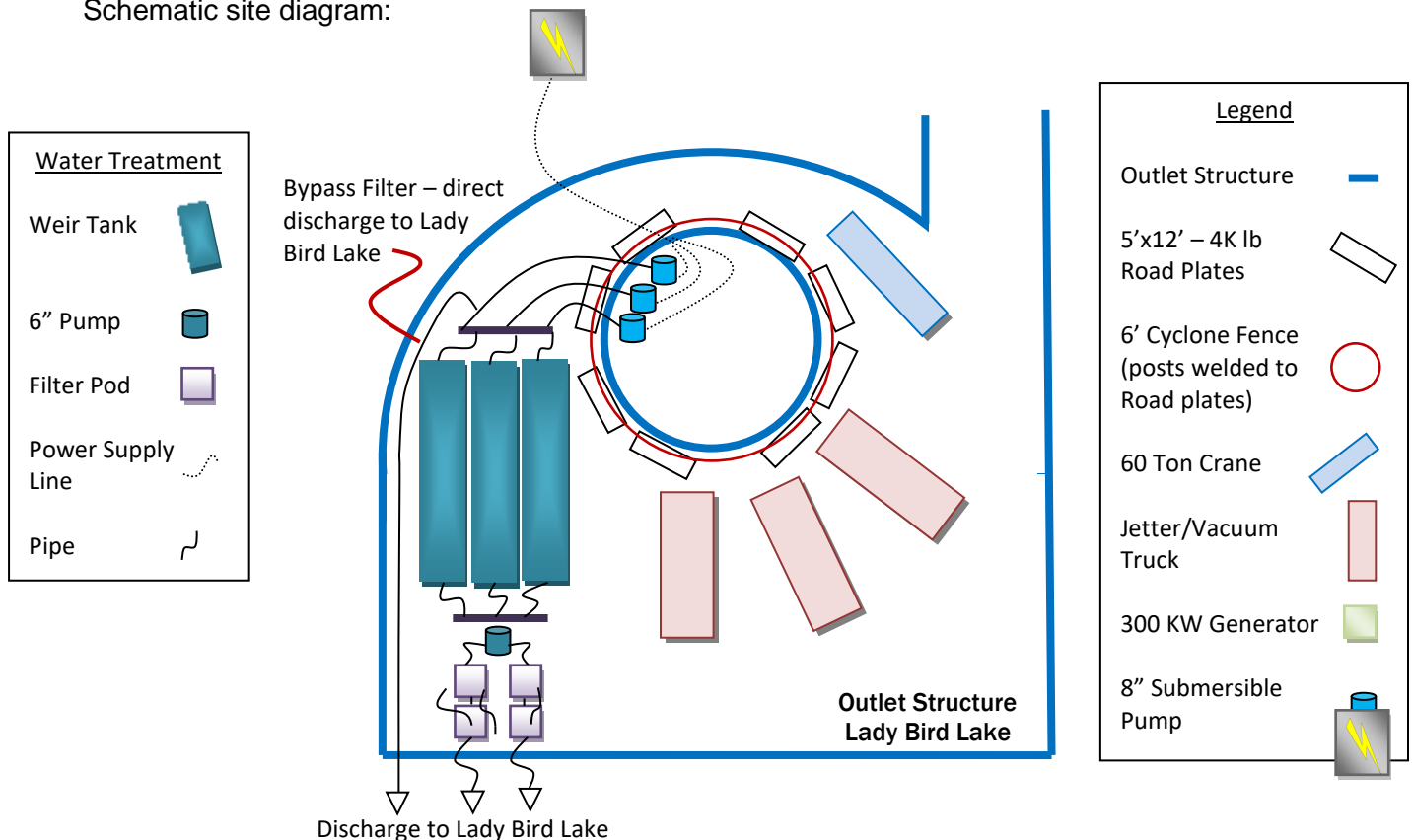
1.3 Work Location

The project location is shown on the map below, along with a close-up view of the planned equipment setup at the outlet:



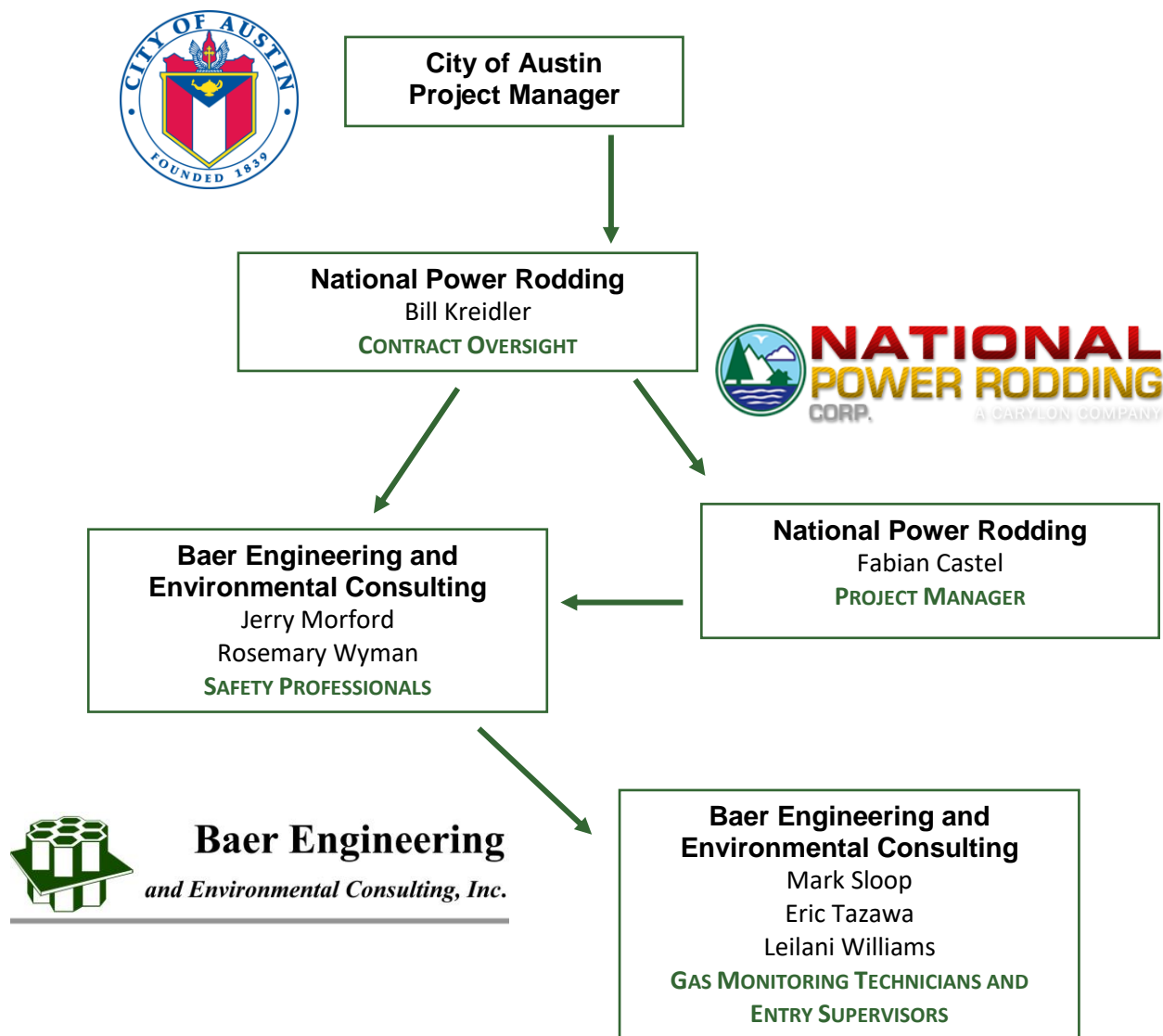
Source: City of Austin Watershed Protection <https://www.flickr.com/photos/82835172@N02/20289764125/in/photostream/>

Schematic site diagram:



1.4 Organization Chart

The chain of command and communication is as follows:



1.5 Medical and Emergency Contacts

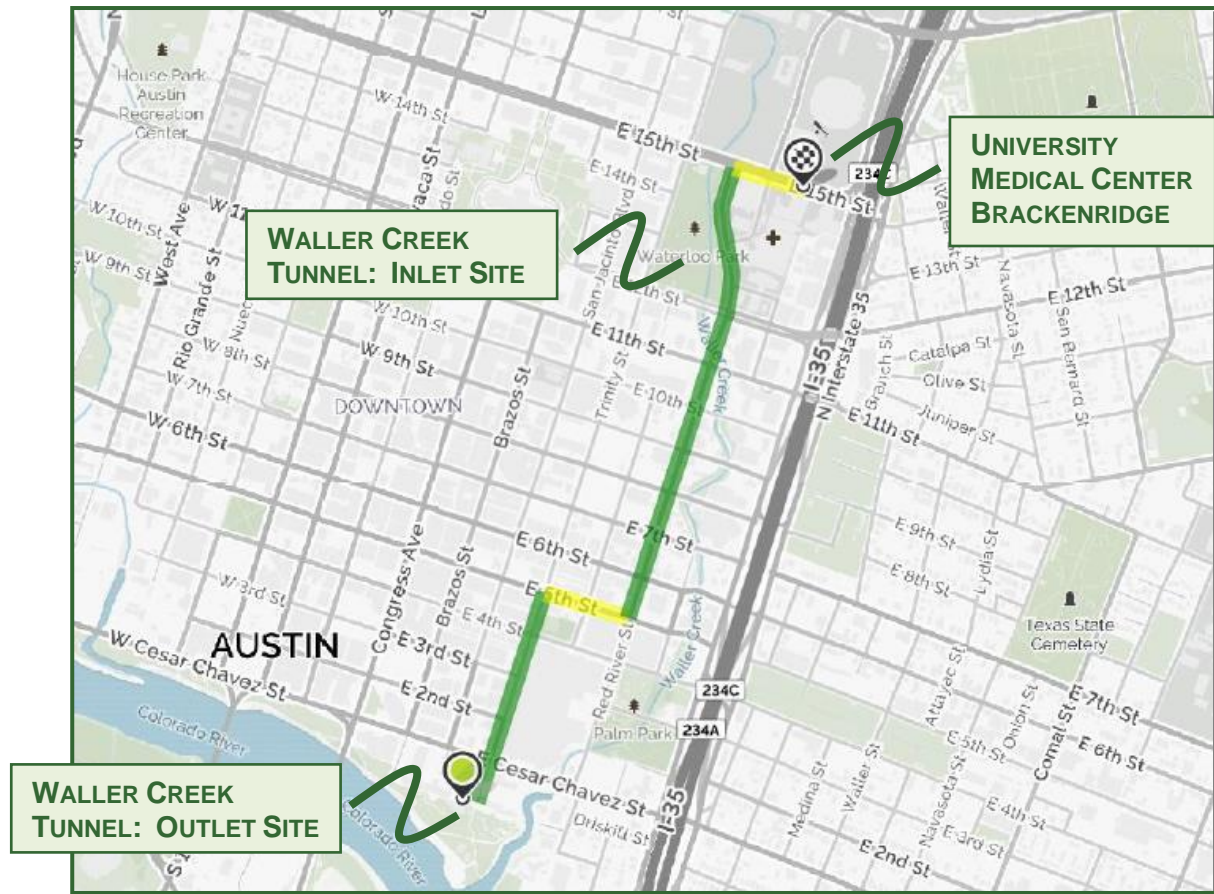
SITE NAME:	WALLER CREEK TUNNEL SEDIMENT AND DEBRIS REMOVAL PROJECT
1. Tunnel Outlet Address:	74 Trinity Street, Austin, Texas
2. Tunnel Inlet Address:	500 E 12th St, Austin, TX 78701
Emergency Number:	911
Fire Department:	911 Emergency
Local Police:	911 Emergency, 311 Non-Emergency
State Police:	512.424.2000
Ambulance:	911 Emergency
Hospital Name:	University Medical Center Brackenridge 512.324.7000
Hospital Location:	601 East 15th Street, Austin, TX 78701
Poison Control Center:	800.222.1222
OSHA:	800.321.6742
Regional EPA:	214.665.6444
EPA Emergency Response Team:	908.321.6660
National Response Center	800.424.8802
Centers for Disease Control:	404.488.4100
Chemtrec:	800.424.9555
TCEQ Regional Office:	512.239.2507

A map, showing the location of the Site and the nearest hospital (University Medical Center Brackenridge) is on the following page.

Directions from the Tunnel Outlet Site:

1. Go north on Trinity Street towards E. Cesar Chavez Street.
2. Turn right onto E. 5th Street.
3. Take the second left onto Red River Street.
4. Turn right onto E. 15th Street.
5. Brackenridge Hospital is on the right.

Route to Hospital



2.0 PRIMARY TASKS

The primary tasks for this project are:

2.1 Site Preparation – Securing the LOC

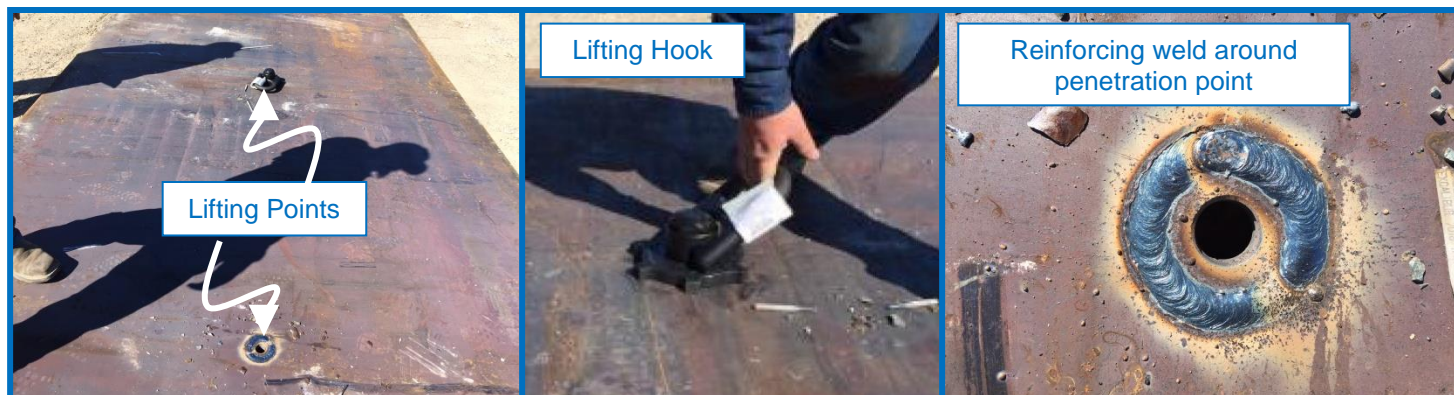
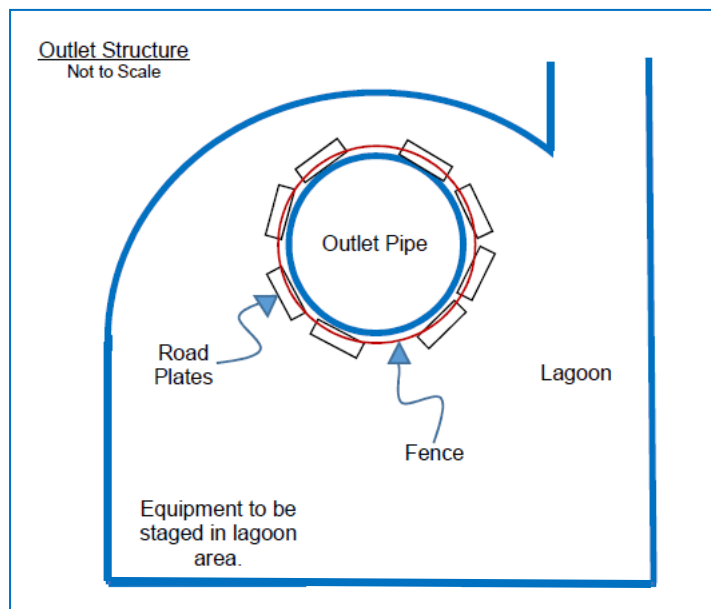
Including:

- Primary job site is the outlet lagoon (Outlet);
- Secondary job sites include the inlet area (Inlet) and the 4th Street weir (Weir);
- Designation of work area around the Inlet and Outlet locations; and
- Installation of LOC fencing and job signage.

2.2 Dewatering, Securing the Limits of Construction (LOC), and Ventilation

Day 1 through 14

- Dewater the lagoon using a six-inch diesel pump (DV150) with a 2200 GPM capacity. Water will be discharged into Lady Bird Lake. Lagoon will be dewatered to an elevation between two and four feet below the lip of the outlet pipe entering the lagoon.
- Place 5'x12' (4,000 lb) steel road plates around the tunnel inlet, as shown arranged in the figure at right, around the outlet pipe.
- Weld fence posts to the road plates and install a fence around the outlet pipe. This fence will be secured to the welded posts.
- As shown in the series of photographs below, each road plate has two lifting points that are used for moving the plate.



- Each lifting point comprises a fully-penetrating hole with a reinforcing weld. A lifting hook is bolted into the hole and two points are used to hoist the plate.
- The site configuration is such that there are no tie-off points around the shaft. Project constraints prevent drilling or otherwise modifying the surface to create safe anchorage. Consequently, NPR will use the lifting hooks as tie-off points for fall-protection, once the plates and fencing have been installed. Until the fencing is complete, the tunnel will contain water. This will provide fall-protection until the other system is ready.

- There will be a friction point on the fall-protection line where it goes over the lip of the road plate and shaft edge. Once the rubbing/failure hazard of this location is evaluated, the line will be reinforced, if necessary. This evaluation cannot be made until the lagoon is drained.
- 29 CFR §1926.104(b) states that lifelines shall be secured above the point of operation to an anchorage or structural member capable of supporting a minimum dead weight of 5,400 pounds.
 - As stated earlier, it is not technically feasible to secure a line above the work area.
 - Each steel plate weighs approximately 4,000 lbs. These will be welded together by the safety fence, creating an effective dead weight support much greater than necessary.
- During placement of the plates and welding of the posts, workers will be protected from the drowning hazard in the outlet pipe through the use of on-demand inflatable life vests.
- Once the fencing and fall-protection anchors are in place, dewater the 42-foot diameter shaft using three eight-inch electrical pumps. Water will be discharged into Lady Bird Lake at 3,000 GPM per pump.
- Set three 18,000-gallon weir open-top tanks and four bag filters to capture/filter discolored or silty water prior to discharge in Lady Bird Lake.
- Set two 25,000 CFM fans on containment pallets, inside the tunnel: one at the inlet at Waterloo Park and the other at the 4th Street weir. Power cables will be dropped from the surface at those locations. These fans will be used to pull air through the tunnel and provide ventilation for the workers. If it is determined that ventilation is not necessary, the fans will be turned off and removed.

2.3 Tunnel Entry

Day 15

- The tunnel meets the definition of a permit-required confined space, as defined in 29 CFR §1910.146.
- Atmospheric monitoring will be conducted at all times when personnel are in the tunnel. Each person will have a personal monitor, showing percent oxygen (O₂), carbon monoxide (CO), and hydrogen sulfide (H₂S).
- Free-standing monitors will be placed in the tunnel at key locations. These units will be tied through telemetry to the Attendant at the surface. Data from these monitors will be observed at all times when Entrants are at work.
- NPR will make the initial entry using Self-Contained Breathing Apparatus (SCBA). The entrant team will be lowered into the tunnel, via personnel basket, suspended from a crane. Entry will be made at the outlet.
- Once the tunnel has been cleared for entry by the personnel in SCBA, future workers are not expected to require breathing protection. The workers will have 15-45 minute escape air packs with them at all times.
- Personnel at the ends of the tunnel will be equipped with SCBA, and will make rescue if needed.

Permit-Required Confined Space

A confined space that:

1. Contains or has a potential to contain a hazardous atmosphere;
2. Contains a material that has the potential for engulfing an entrant;
3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section; or
4. Contains any other recognized serious safety or health hazard.

2.4 Aquatic Life

Day 16 through 20

- Once the water has been lowered to a level that is sufficient, aquatic wildlife (if present) will be removed from the tunnel and placed in Lady Bird Lake.

2.5 Sediment and Debris Removal

Day 20-42

- Three diesel-powered skid-steer loaders, with exhaust scrubbers for CO, will be used in the tunnel. The vehicles will be equipped with squeegee attachments. The concrete floor will be cleaned using the squeegees, minimizing damage to the concrete floor of the tunnel.
- One skid-steer loader will be placed at the bottom of the outlet shaft to load the sediment and/or debris into a three-yard container. This container will be lifted by crane to the working area in the lagoon.
- Vacuum trucks, staged in the lagoon, will be used to empty the containers. The sediment and debris will be disposed by J-V Dirt and Loam, TCEQ MSW #2310.
- Depending upon site conditions, the materials may be vacuumed directly off the bottom of the tunnel.

2.6 Inspection

Day 42-56

- The tunnel will be inspected by COA personnel.
- NPR will provide confined space refresher training to COA personnel, upon request.
- NPR will provide ventilation, if necessary, and atmospheric monitoring during the COA tunnel entries.

2.7 Demobilize

Day 57-70

- Once the COA has completed its work, NPR will demobilize from the site.
- This will include removing all equipment from the tunnel and lagoon areas:
 - Three skid-steer loaders, lifted out by crane;
 - One crane from the outlet shaft;
 - One crane from the inlet shaft;
 - One generator and miscellaneous equipment;
 - All equipment from the lagoon area;
 - All submersible pumps and ventilation piping (if any); and
 - All monitoring and communications equipment.

2.8 Evacuation Plan

Because the tunnel will be dewatered, but not sealed, there is a danger of inundation in the case of a rain event.

- If an evacuation is needed the following pieces of equipment will be removed within 2-4 hours:
 - Three skid-steer loaders from the tunnel, lifted out by crane;
 - One crane from the lagoon;
 - One generator with miscellaneous equipment that will be stored inside a box truck; and
 - All equipment from the lagoon area.
- Removed equipment will be placed near the outer limits of the LOC.
- The submersible pumps, weir tanks, filter pods, steel plates, fencing, and ventilation piping (if any) will remain in place during an emergency evacuation due to a rain event.

3.0 HAZARDS AND CONTROLS

3.1 Hazards

The hazards of tunnel entry to carry out the cleaning and facilitate inspection are:

HAZARD	MITIGATION
Drowning	During the initial dewatering, the water in the outlet pipe will be pumped to an elevation from two to four feet below the bottom of the lagoon. This will allow installation of the road plates, tie-off anchors, and fencing around the outlet, without requiring fall protection because of an empty shaft. If a worker falls, he/she will land in water. Workers will wear automatic inflatable-type life vests when this hazard is present.
Electrical hazards	A 300 KW generator will be in use to power pumps, lighting, atmospheric monitoring, and communications equipment. Personnel will be provided with awareness training. All equipment will be rated for use in wet conditions and will be inspected daily.
Engulfment by rising water	A rain event, either overhead or farther upstream in the watershed, can flood the tunnel. Consequently, work will be scheduled based on the rain forecast. In addition, the City of Austin has a meteorological event notification system. They will notify NPR in the event of rainfall. Entry personnel will wear automatic-inflatable life vests. Training will be provided to tunnel entrants to discuss response plans.
Fire	Not expected to occur. No flammable materials should be present in the tunnel.
Hazardous and toxic gases	Diesel-operated vehicles (an ATV, three skid-steer loaders) will be used in the tunnel. Because CO is a normal component of diesel engine exhaust, each piece of equipment will be fitted with an exhaust-scrubber to remove CO. Atmospheric monitoring will be conducted for CO to document efficacy of the scrubbers.
Heat stress	Because of the time of year and the depth of the tunnel, heat stress is not expected to be an issue. However, workers will be doing physical labor in a humid atmosphere and can become overheated. Training will be provided on the signs to look for and workers will maintain the buddy system when inside.
High pressure injection	Not expected to occur. Cleaning is by squeegee, not power jet.
Introduced chemicals	Not expected to occur. Flow through tunnel will be minimized. If a chemical is spilled (e.g., diesel fuel from bobcats), cleanup will be a priority. Level of response and PPE will depend upon the chemical spilled and the atmospheric conditions.
Oxygen-deficient atmosphere	The tunnel may contain organic debris, which could lead to the development of an O ₂ deficient atmosphere. Although this is not expected to occur, atmospheric monitoring will be conducted at all times during tunnel entry. If low O ₂ conditions transpire, NPR will stop work and ventilate and/or provide SCBA.
Slip/Trip/Fall	The presence of debris, slippery mud, and other unfavorable tunnel conditions are hazards to be mitigated. Personnel will be provided with awareness training. Tunnel lighting will be sufficient to provide visibility for tunnel conditions. Falls over a distance are not expected to occur. A guardrail fence, meeting the requirements of 29 CFR §1926.502(b) will be installed around the outlet pipe in the lagoon. Workers who require additional fall protection will tie off to the lift points on the road plates.
Struck by/crushing	Heavy equipment will be in use, both in the lagoon and in the tunnel. Personnel will be given awareness training to remind them of the hazards.

Guardrail Systems (general)

- Vertical height of 42 inches
- Mid rail height of 21 inches
- Top rails capable of withstanding 200 pounds of pressure from any direction
- Mid rails capable of withstanding 150 pounds of pressure from any direction
- Rail and post diameters of 1-1/2" or more.

For the purposes of this project, all tunnel entry work will be classified as “permit required confined space entry”.

3.2 Controls

Safety considerations for control of the hazards of tunnel entry will require a combination of administrative and engineering controls.

3.2.1 DROWNING

During the initial dewatering, the water in the outlet pipe will be pumped to an elevation from two to four feet below the bottom of the lagoon. This will allow installation of the road plates, tie-off anchors, and fencing around the outlet, without requiring fall protection because of an empty shaft. If a worker falls, he/she will land in water. Workers will wear life vests, equivalent to the one shown at right, when this hazard is present. This type of life vest uses automatic inflation and will automatically self-right most wearers within seconds of water entry.



3.2.2 ELECTRICAL HAZARDS

Contact with energized electrical equipment can result in serious injury or death.

- Personnel utilizing items of machinery on site shall ensure that the items are properly guarded, maintained, and operated.
- Use of GFCI circuits is required.
- All powered equipment and hand tools must be inspected daily to ensure proper grounding and insulation.
- A 300 KW generator will be in use to power pumps, lighting, atmospheric monitoring, and communications equipment.
- Personnel will be provided with awareness training.
- All equipment will be rated for use in wet conditions and will be inspected daily.
- End of crane booms will not come within 20 feet of known energized power lines.
- Use of equipment that is not intrinsically safe (designed for use in explosive atmospheres) will be strictly controlled.

3.2.3 ENGULFMENT BY RISING WATER

A rain event, either overhead or farther upstream in the watershed, can flood the tunnel. Protection from storm water surges will require close coordination with utility operators and weather services. Work will be scheduled based on the rain forecast. In addition, the City of Austin has a meteorological event notification system. They will notify NPR in the event of rainfall. Entry personnel will wear automatic-inflatable life vests. Training will be provided to tunnel entrants to discuss response plans.

3.2.4 FIRE

A fire is unlikely to occur in the saturated environment of the tunnel. Flammable gases and other materials should not be present.

- If chemicals (e.g., for cleaning) are used in the tunnel, they will be controlled by proper use.
- No chemical storage will be maintained in the tunnel.
- Atmospheric monitoring will be continuous while personnel are at work.
- Conditions in the tunnel will be monitored prior to entry.
- Motor-driven equipment will be properly maintained.
- No fueling will occur inside the tunnel.
- Dry chemical, foam, or carbon dioxide fire extinguishers must be readily available during all work activities.

- A fire watch will be maintained when hot work, such as cutting or brazing, is being done. (Note: This activity is not anticipated.)

3.2.5 HAZARDOUS AND TOXIC GASES

Diesel-operated vehicles (an ATV, three skid-steer loaders) will be used in the tunnel. Because CO is a normal component of diesel engine exhaust, and CO presents a hazard:

- Each piece of equipment will be fitted with an exhaust-scrubber to remove CO.
- Continuous atmospheric monitoring will be conducted for CO to document efficacy of the scrubbers.
- Gas detection equipment will have audible and visual alarms.
- Personnel will have 15 to 45 minute escape air packs.
- Communication between personnel will be maintained at all times.
- Tunnels will be ventilated, as needed.
- See **Action Levels Table** (section 8.3) with alarm points and response actions listed.

3.2.6 HEAT STRESS

Because of the time of year and the depth of the tunnel, heat stress is not expected to be an issue. However, workers will be doing physical labor in a humid atmosphere and can become overheated.

- Training will be provided on heat stress.
- Workers will maintain the buddy system when inside.
- Breaks will be scheduled, based on tunnel conditions.
- The Buddy System will be used at all times.
- Aboveground, shaded areas equipped with fans must be available for rest breaks.
- Adequate fluids will be available at all times.
- Medical monitoring may be necessary to ensure that a person has recovered and may continue to work.

3.2.7 HIGH PRESSURE INJECTION

This hazard is not applicable to the Waller Creek Tunnel project. No pressure washers will be in use. Work will be performed using squeegees.

3.2.8 INTRODUCED CHEMICALS

Chemicals brought into the tunnels as part of the cleaning activities may introduce hazards to the work areas. A copy of the Material Safety Data Sheet (MSDS) for each chemical that will be used must be available on site during all working hours. Atmospheric monitoring will be in place to identify problems. If an unknown chemical is present, work can be halted until the location and magnitude of the contaminant are known.

3.2.9 OXYGEN DEFICIENT ATMOSPHERE

The tunnel may contain organic debris, which could lead to the development of an O₂ deficient atmosphere. Although this is not expected to occur, atmospheric monitoring will be conducted at all times during tunnel entry. If low O₂ conditions transpire, NPR will stop work and ventilate and/or provide SCBA. Tunnel entrants will be equipped with multi-gas meters that include oxygen detectors. See **Action Levels Table** (Section 8.3) for alarm points and response actions listed.

3.2.10 SLIP/TRIP/FALL

The presence of debris, slippery mud, and other unfavorable tunnel conditions are hazards to be mitigated.

- Personnel will be provided with awareness training.
- Tunnel lighting will be sufficient to provide visibility for tunnel conditions.
- A guardrail fence, meeting the requirements of 29 CFR §1926.502(b) will be installed around the outlet pipe in the lagoon.
- Personnel needing to work inside the guardrails or barricades will be required to wear an independent fall arrest system, properly tied off to the lift points on the road plates.

- Workers in personnel baskets will wear full-body harness hooked to a designated tie-off point in the basket.

3.2.11 STRUCK BY AND CRUSHING HAZARDS

Heavy equipment will be in use, both in the lagoon and in the tunnel.

- Personnel will be given awareness training to remind them of the hazards.
- Hazards will be controlled by close communications between entrants, the attendant, the crane operator, and equipment operators in the tunnel.
- A safe work zone will be established and delineated.
- Moving equipment will not be allowed to operate in the aboveground safe work zone while personnel are being raised or lowered into the tunnel.
- Equipment must be staged a minimum of 15 feet back from the openings, including hand tools and other gear.

3.3 Buddy System

The buddy system will be used on all phases and all locations of the project. The buddy system consists of work crews of *at least* two personnel, the task performer and a second crew member, called the buddy. The buddy assists the performer, provides tools, reads gas detectors, and communicates with the entry attendant. At no time will personnel be allowed to work underground alone.

3.4 Lighting

Each person underground will have a hand and/or head lamp and/or waterproof flashlight for his or her use. In addition, lighting will be provided by equipment headlights.

4.0 SAFETY TRAINING

4.1 Safety Orientation

All site personnel will attend a site safety orientation session, which will be conducted immediately preceding field activities. The safety orientation will include:

- Names of personnel and their alternates who are responsible for health and safety.
- Safety, health, and other potential hazards present at the site.
- Proper use of personal protective equipment, including respiratory protection, where needed.
- Work practices and restrictions to minimize hazard potentials on the site.
- Safe use of implemented engineering controls and equipment on the site.
- Medical surveillance requirements, including the recognition of symptoms of overexposure to toxic gases and heat stress.
- Air monitoring instrumentation to be used on the site.
- The contents of this HASP.
- Personnel decontamination procedures.
- Emergency procedures.

Personnel who are new to the project will be required to have the site safety orientation prior to working on the project. All personnel will sign an acknowledgement of orientation training and the HASP.

4.2 Daily Safety Meeting

A daily task safety instruction meeting, conducted in English and Spanish (if needed), will be held prior to start of work activities and will cover specific tasks to be carried out that day. The safety aspects of each work task will be reviewed by each member of the specific work team. Hazards and effective safety controls to be used for those hazards will be presented and discussed by the team members. Where safety controls are deemed to not be adequate or in place, the Entry Supervisor and the Project Manager will be advised so that adequate controls can be installed before work starts.

4.3 Weekly Tool Box Meeting

A weekly tool box meeting will be held to include all work teams on the job site. The tool box meeting will include safety topics based on upcoming work activities, a discussion of past incidents, inspections, near-misses, and corrective actions taken to prevent reoccurrence. Tool box meetings must be recorded on the Daily Safety Log.

4.4 Respiratory Equipment Training

All personnel entering the tunnel must be trained in use and limitations of the respiratory equipment including emergency self-rescue respirators. Documentation of such training must be presented to the Entry Supervisor prior to entry into underground work areas.

4.5 Emergency Procedures Training

An Emergency Response Procedures instruction session and practice drill will be conducted prior to starting work underground. All site personnel will attend and participate according to their designated response roles. Use of emergency equipment, primary and secondary communications, respiratory protection equipment, retrieval equipment, etc., will be practiced as part of this instruction.

5.0 COMMUNICATIONS

Communications between entrants and attendants will be by radio, visual, and air horns. Radio will be the primary means of communications. A signalperson will be stationed at the bottom of the Outlet shaft to facilitate verbal and visual communications with personnel working in the tunnel.

Emergency communication will consist of radio, telephone, and air horn.

5.1 Air Horn Signals

- One long blast signals an EMERGENCY has occurred or HAZARDOUS condition exists, ALL personnel are to evacuate the workspace.
- Two short horn blasts to signal entrants or attendants that a WARNING condition exists, stop repair work, increase ventilation in work area.
- One short blast to alert entrants or attendants that clear communication to the other is needed immediately.

5.2 Radio Communication

- Radio equipment will meet MSHA permissible requirements for use in mines.
- A Kenwood radio repeater system will be used.
- A splitter antenna will be located at each bend in the tunnel, to enable communications with above ground personnel.
- System will be tested daily, to ensure reliable communication.
- Obtain approval of project manager and Baer Engineering representative before starting work.
- The entry supervisor shall have a clear view of the entry area and the entry attendant shall be conversant in the same language as the entrants.

6.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)

6.1 Minimum PPE

As a minimum, all personnel on the project site are required to wear a hard hat, safety glasses, and steel-toed safety boots or shoes.

6.2 Respiratory Protection

- Initial tunnel entry will be made using SCBA. The length of the tunnel will be traversed and imaged. Continuous air monitoring will be conducted to establish tunnel conditions. The results of this survey will be used to establish the need for and type of respiratory protection required for the project.
- Escape packs will be carried by all entrants, even if respiratory protection is not otherwise in use.
- All personnel entering underground areas for any reason must be medically approved, trained, and certified to wear assigned respiratory protective equipment, including emergency equipment.
- Documentation of such records must be made available to the Entry Supervisor prior to initial entry.
- Copies of this documentation will be kept in a binder on site with the HASP.
- Supplied air respirators will be worn based on the **Respirator Use Table** in Sec.6.5.

6.3 Daily Initial Entry Gas Monitoring

- The entry supervisor will make an initial entry into the tunnel each day, with monitoring equipment.
- The equipment will be suspended below the personnel basket, so that readings can be collected without endangering the supervisor. An alternative practice would be for the supervisor to wear SCBA during the initial testing period.
- This procedure may be modified as the project progresses, depending upon sight conditions. Modifications will be documented and recorded in the HASP.

6.4 Moving/Installing Equipment, Removing Biota, Cleaning, and Debris Removal

- Personnel working underground will be supplied with 15 to 45 minute escape air packs, depending upon where they are working in the tunnel and their proximity to an exit.
- Based on work history during construction of the tunnel, we do not expect to require respirators during operations. This will be finalized after data are received from the initial reconnaissance.
- Each member of a work team will carry a 4-gas monitor (LEL, O₂, H₂S, CO) and the team leader will be equipped with a 5-gas monitor (LEL, O₂, H₂S, CO) plus photoionization detector (PID) for continuous monitoring of the work area to detect changing atmospheric conditions.
- Submittals for respiratory protection equipment will be provided by NPR.

6.5 Respirator Use Table

This Table is to be used in conjunction with the Action Levels Table in Sec. 8.3. Abbreviations include:

- ∴ **OSHA**: Occupational Safety and Health Administration
- ∴ **NIOSH**: National Institute for Occupational Safety and Health
- ∴ **ACGIH**: American Conference of Governmental Industrial Hygienists
- ∴ **PEL**: Permissible Exposure Limit (OSHA)
 - 8-hour time-weighted average.
 - Codified concentration, enforceable by law.
- ∴ **REL**: Recommended Exposure Limit (NIOSH)
 - 8-hour time-weighted average.
 - Concentration that NIOSH believes would be protective of worker safety and health over a working lifetime if used in combination with engineering and work practice controls, exposure and medical monitoring, posting and labeling of hazards, worker training and personal protective equipment.
- ∴ **TLV**: Threshold Limit Value (ACGIH)
 - 8-hour time-weighted average.
 - Concentration is a level to which it is believed a worker can be exposed day after day for a working lifetime without adverse effects.
- ∴ **IDLH**: Immediately Dangerous to Life and Health (Concentration that interferes with the ability to escape.) (NIOSH)
- ∴ **PPM**: Parts per Million
- ∴ **VOC**: Volatile Organic Compounds

NOTE 1: SUPPLIED AIR RESPIRATORS ARE NOT RECOMMENDED WHERE ATMOSPHERES ARE, OR MAY BECOME, IDLH.

NOTE 2: CAVES IN THE AUSTIN AREA SOMETIMES CONTAIN ELEVATED CONCENTRATIONS OF CARBON DIOXIDE (CO₂). THIS IS NOT EXPECTED TO BE THE CASE IN THE WALLER CREEK TUNNEL. BAER ENGINEERING WILL SCREEN FOR THIS COMPOUND AT THE START OF THE PROJECT.

GAS	REGULATORY LIMITS	ACCEPTABLE ENTRY CONDITIONS	CONCENTRATION	RESPIRATOR USE
O ₂	Normal atmosphere: ~20.8% OSHA oxygen-deficient <19.5% OSHA oxygen enriched >22%	O ₂ concentrations between 19.5% and 22%	O ₂ <19.5% Use SCBA O ₂ >22% Evacuate	SCBA for low - O ₂ conditions. High O ₂ will require evacuation and reassessment. Increase ventilation. IN BOTH CASES, ADJUST ATMOSPHERIC MONITORS. COMBUSTIBLE GASES WILL NOT READ CORRECTLY IF O₂ CONCENTRATIONS ARE ABOVE/BELOW ATMOSPHERIC NORMAL.
LEL	OSHA ≥10% LEL Considered hazardous 29 CFR 1910.146(b)(1)	LEL ≤ 10%	≥10% LEL	Evacuate to above ground area. Cannot be mitigated by use of respirator.
H ₂ S	OSHA PEL: 10 ppm NIOSH REL: 10 ppm ACGIH TLV: 1 ppm	H ₂ S ≤ 10 ppm	0 – 1 ppm	No respiratory protection required.
			1 – 10 ppm	Air-purifying respirator recommended. OSHA Construction 8-hour limit: 10 ppm NIOSH 10-minute ceiling: 10 ppm
			10 – 100 ppm	Use an air-purifying respirator with specialized canisters/cartridges for hydrogen sulfide. A full face respirator will provide eye protection.
			>100 ppm	Can use a full-face pressure-demand SCBA with a minimum service life of thirty minutes or a combination full face pressure demand supplied-air respirator with an auxiliary self-contained air supply. PREFERRED ACTION: EVACUATE TO ABOVE GROUND AREA. Evaluate engineering controls, such as ventilation.
H ₂ S General Note: DO NOT rely on your sense of smell to determine the presence of hydrogen sulfide or to warn of harmful levels. You can smell the "rotten egg" odor at low concentrations (1-2 ppm) in air. But after a while, you lose the ability to smell the gas even though it is still present (olfactory fatigue). This loss of smell can happen very rapidly. The ability to smell the gas can be lost instantly (olfactory paralysis) at high concentrations.				
CO	OSHA PEL: 50 ppm NIOSH REL: 35 ppm ACGIH TLV: 25 ppm	CO ≤ 35 ppm	0 – 35 ppm	No respiratory protection required.
			35 – 50 ppm	Use an air-purifying respirator with specialized canisters/cartridges for carbon monoxide.
			>50 ppm	SCBA / air purifying respirator.
VOC C	None	VOC ≤ 25 ppm	0 – 1 ppm	No respiratory protection required.
			1 – 25 ppm	Supplied air respirator, SCBA backup.
			>25 ppm	SCBA
VOC General Note: There are no specific regulatory limits for VOCs. The PID measures the cumulative concentrations of all VOCs detected by the ionizing lamp in the unit. Because explosive and toxic concentrations vary between volatile compounds, this concentration can be used solely for screening.				

7.0 VENTILATION PLAN

Based on previous tunnel experience from NPR, and on conditions in the tunnel, once the excavation was complete and before the tunnel was flooded, we do not expect to require ventilation. The tunnel is large enough that air flows through it easily.

The NPR Ventilation Plan includes:

1. The initial entry to the tunnel will include atmospheric monitoring and filming the full-length of the tube. Air measurements collected during that time will provide solid background information. Entrants will wear SCBA and the tunnel will be traversed in a small vehicle.
2. After the initial observation, two 25,000 cfm fans, skid-mounted, will be lowered into the tunnel at the Outlet. The fans will be transported through the tunnel and one will be placed on the tunnel floor near the Inlet. The other will be placed on the tunnel floor near the 4th Street Side Inlet. Generators will be set at the surface, near these two points, and cables will be dropped into the tunnel to power the fans. **NOTE: GENERATOR EXHAUST WILL BE DUCTED AWAY FROM THE TUNNEL INLET TO PREVENT DRAWING THE EXHAUST INTO THE TUNNEL.**
3. The fans will blow air into the tunnel, towards the Outlet. They will be operated continually, each day. The atmospheric conditions will be compared with the initial conditions, and a determination will be made concerning the need for ventilation.
4. **IF VENTILATION IS USED:** Anytime ventilation equipment is shut down, or experiences a loss of power, all underground work will be stopped and personnel removed. Once proper ventilation has been reestablished, the Entry Supervisor will monitor the work area atmosphere before work teams can reenter.
5. **IF VENTILATION IS USED:** The fans will be left in place if the tunnel is evacuated because of a rain event.

8.0 AIR MONITORING

8.1 Conditions for Entry

Atmospheric conditions will be monitored prior to each tunnel entry as part of the Permit Required Confined Spaces Procedure. Atmospheric testing will take place at different depths in outlet shaft during descent and continuously throughout the work shift.

If an acceptable LEL (< 10%) has not been achieved, no entry can be made into a shaft or tunnel. Engineering controls must be put into place that will bring the explosive vapors down into the safe range. The source of the explosive vapors must be determined; as such vapors should not be present during this project. Engineering controls can include increased ventilation, hosing, ducting, and baffles.

After bypass pumping has started and gas monitoring results are acceptable for working, workers may enter the space. In the event of detection of any substance or LEL in a HAZARDOUS concentration (See following tables), personnel must leave the tunnels, the Confined Space Entry Permit will be cancelled, and a new permit will be written when controls have returned the workspace atmospheric gas concentrations to safe levels. **A NOTICE OF UNSAFE ATMOSPHERE FORM WILL BE COMPLETED AT THE TIME OF EVACUATION OF THE TUNNEL AND A NOTICE OF RETURN TO SAFE ATMOSPHERE FORM WILL BE COMPLETED AT THE TIME OF RETURN TO THE TUNNEL.**

- **No entry can be made into a tunnel or shaft if the LEL exceeds 10%.**

8.2 Air Monitoring Equipment

Rae Systems multi-gas portable monitors with PID will be used by the entry supervisor and the underground work team leader. (See Appendix 1) Personnel will have the following capabilities:

MONITOR TYPE	O ₂	LEL	H ₂ S	CO	VOCs
All Individuals	✓	✓	✓	✓	
Hazardous Locations					✓
Heat, Flame, Spark, Areas		✓			
Tunnel Worker	✓	✓	✓	✓	
Gas Monitoring Technician	✓	✓	✓	✓	✓
Fixed Units	✓	✓	✓		

Rae Systems Area Rae sensors will be used as stationary gas monitors located at the base of the shafts and in the laterals. The sensors will be wired to a Rae Systems RaeLink Transmitter that will provide gas level data and signal to an above-ground monitoring system with audio and visual alarm. Portable and fixed mounted gas monitors will be used to provide continuous gas level data to personnel underground and above ground.

The gas monitors will occasionally indicate elevated levels for short periods (e.g., up to 5 minutes) above the allowable levels in the Action Levels Table below. This may be due to short term ventilation changes due to downstream pumping and other possible causes such as monitor malfunction. The Baer Engineering Air Monitoring Technician will monitor the instruments for the duration of these short term changes and determine the appropriate action based on the Action Levels Table below. The technician will communicate with underground

personnel and compare the data to previous behaviors. He may suspect that such levels are due to instrument malfunction and may substitute a fresh monitor at a specific location and/or perform cross checking with another monitor near the suspected malfunctioning monitor. We will assume that indicated elevated gas levels are correct, if instrument malfunction cannot be confirmed, and take appropriate action. Monitoring data will be logged and recorded daily and provided in electronic format to the Project Manager.

The **ACTION LEVELS TABLE** below lists the alarm levels and actions required.

8.3 Action Levels Table

GAS	ACCEPTABLE ENTRY CONDITIONS	CONCENTRATION	RESPONSE	NOTIFICATION
O ₂	O ₂ between 19.5% and 22%	Less than 19.5% OR greater than 22%	<ul style="list-style-type: none"> Don escape air pack. Evacuate tunnel. Shut off electrical equipment (except ventilation) Re-enter when O₂ is in safe range. 	DECLARE HAZARDOUS CONDITION. <ul style="list-style-type: none"> Sound air horn alert. Notify Project Manager. Notify Safety Officer.
LEL	LEL ≤ 10%	LEL ≤ 10% LEL ≥ 5%	<ul style="list-style-type: none"> Cease BELOW GROUND work. Increase ventilation. Determine source of vapors. Re-enter when LEL < 5. 	DECLARE WARNING CONDITION. <ul style="list-style-type: none"> Sound air horn alert. Notify Project Manager. Notify Safety Officer.
		LEL ≥ 10%	<ul style="list-style-type: none"> Evacuate underground personnel. Shut off electrical equipment (except ventilation). Implement engineering controls (ventilation). Re-enter when LEL < 5. 	DECLARE HAZARDOUS CONDITION. <ul style="list-style-type: none"> Sound air horn alert. Notify Project Manager. Notify Safety Officer..
H ₂ S	H ₂ S ≤ 10 ppm	Between 1 ppm and 10 ppm	<ul style="list-style-type: none"> Increase ventilation. Air-purifying respirator recommended. 	Evaluate situation for unreported changes.
		10 - 100 ppm	<ul style="list-style-type: none"> Don air-purifying respirators (or SCBA). Recommend full-face respirator. Respirator can be removed for very short periods of time (less than 1 minute for communication purposes) 	DECLARE WARNING CONDITION. <ul style="list-style-type: none"> Sound air horn alert. Notify Project Manager. Notify Safety Officer.
		>100 ppm	<ul style="list-style-type: none"> PREFERRED ACTION: EVACUATE TO ABOVE GROUND AREA. Can use a full-face pressure-demand SCBA. Evaluate engineering controls, such as ventilation. Determine source of elevated concentrations. RESPIRATOR CANNOT BE REMOVED FOR ANY REASON. 	DECLARE HAZARDOUS CONDITION. <ul style="list-style-type: none"> Sound air horn alert. Notify Project Manager. Notify Safety Officer.

GAS	ACCEPTABLE ENTRY CONDITIONS	CONCENTRATION	RESPONSE	NOTIFICATION
CO	CO \leq 35 ppm	35 to 50 ppm	<ul style="list-style-type: none"> Increase ventilation Don air-purifying respirator. 	DECLARE WARNING CONDITION. <ul style="list-style-type: none"> Sound air horn alert. Notify Project Manager. Notify Safety Officer.
		> 50 ppm	<ul style="list-style-type: none"> Don escape air pack. Evacuate tunnel. Shut off electrical equipment (except ventilation). Determine source of increased concentrations (e.g., diesel scrubber malfunction). Re-enter when CO is in safe range. 	DECLARE HAZARDOUS CONDITION. <ul style="list-style-type: none"> Sound air horn alert. Notify Project Manager. Notify Safety Officer.
VOC	VOC \leq 25 ppm	1-25 ppm	<ul style="list-style-type: none"> Increase ventilation Don air-purifying respirator. 	DECLARE WARNING CONDITION. <ul style="list-style-type: none"> Sound air horn alert. Notify Project Manager. Notify Safety Officer.
		> 25 ppm	<ul style="list-style-type: none"> Don escape air pack. Evacuate tunnel. Determine source of vapors. Shut off electrical equipment (except ventilation). Re-enter when VOCs are in safe range. 	DECLARE HAZARDOUS CONDITION. <ul style="list-style-type: none"> Sound air horn alert. Notify Project Manager. Notify Safety Officer.

Declare HAZARDOUS condition:

- Use air horn to alert all site personnel of HAZARDOUS condition.
- Notify Project Manager and Safety Officer by radio, phone, or in person.
- The Confined Space Work Permit is cancelled by Notice of Unsafe Atmosphere.
- A new Return to Safe Atmosphere permit must be prepared after all gas concentrations have returned to safe ranges for at least 15 minutes and a determination has been made as to the source of the gas variation.

8.4 Air Monitoring Equipment Calibration

Air monitoring equipment will be calibrated and tested according to the manufacturer's directions. A record of calibrations and tests will be logged and included in the Daily report.

9.0 TUNNEL ACCESS PLAN

Tunnel entrants and equipment will be lowered and removed by crane and suspended personnel basket that meets OSHA requirements for such equipment. The crane, personnel basket, and rigging will be inspected and documented daily by a Competent Person.

Personnel will:

- Confined Space Attendant will be located at the top of the outlet shaft in the lagoon.
- Signal person (Entrant) will be located at the bottom of the outlet shaft.
- The Attendant and the signal person will be in direct contact with the crane operator.
- The signal person will notify surface personnel that all Entrants and equipment are clear of the landing area before the personnel basket is lowered.
- The signal person will be equipped with a cap lamp and an additional waterproof flashlight for emergency use.
- Entry into the shaft will be made using a gantry crane with a powered winch.
- Each Entrant will use a harness and retractable lifeline to enable self-rescue.
- A back up winch will be available on site.
- Entrants will be in direct contact with above ground attendant.
- The entrants will not be tied off to anything while walking through or working in the tunnel. We do not want the entrants to be trapped in the event they cannot release themselves during an evacuation.

10.0 CRANE OPERATIONS

Tunnel entrants and equipment will be lowered and hoisted using a crane, rigging, and suspended personnel basket that meets OSHA requirements for such equipment.

- The crane, personnel basket, and rigging will be inspected and documented daily by a Competent Person.
- The end of the crane boom must be at least 20 feet from known energized power lines.
- A safe working distance must be maintained around the crane and kept clear of personnel and traffic.
- Daily work plans are to be reviewed with the crane operator by the site supervisor with load estimates at the daily safety meeting.
- Uncommon lifts will be discussed with the crane operator by the site supervisor before each lift.
- An initial proof test loaded to 125% of the personnel basket's rated capacity for five minutes must be conducted when the crane is set up at each location.
- A trial lift of weight to at least the anticipated load will be conducted daily before personnel can ride in the basket.
- The personnel basket may be equipped with tag lines to improve control, unless they would create additional hazards. The lifting or lowering speed shall not exceed 100 ft/min (30 m/min).

11.0 MEDICAL MONITORING

Personnel utilizing respiratory protection equipment must be medically approved to wear such equipment. Heat stress may be a factor for workers near the entrance of the shaft and all above ground workers. Site personnel trained in first aid/CPR will monitor site workers for signs and symptoms of heat stress. Emergency 9-1-1 will be called in the event of emergency situations.

At least two persons per shift will be available to provide emergency first aid and CPR.

FIRST AID AND CPR - TRAINED INDIVIDUALS AT THIS SITE:

- Fabian Castell
- Jose Dominguez
- Norty Fitzgerald
- Jesse Valladeres

12.0 CONFINED SPACE ENTRY PROCEDURES

Entry of personnel into any shaft, lateral, or other underground portion of this project will be undertaken in accordance with the procedures of the National Power Rodding Corporation's Permit Required Confined Space Program.

NO ENTRY WILL BE AUTHORIZED IF COMBUSTIBLE GAS CONCENTRATIONS EXCEED 5% OF THE LEL, OR IF ANY OF THE WITHDRAWAL LEVELS IN TABLE 8.3 ARE EXCEEDED AT ANY ELEVATION WITHIN THE SHAFT DURING INITIAL AIR MONITORING.

12.1 Confined Space Permit

A copy of the Confined Space Permit is presented in **APPENDIX 2**. A new permit will be drawn up by the Permit Supervisor, each morning. All entry personnel will sign the permit during the safety meeting.

12.2 Entry Procedure

Ventilation will be initiated from aboveground and the initial atmospheric testing will be completed prior to placing personnel in the tunnel. If the atmosphere does not meet safe entry criteria, personnel will wait at least 15 minutes before re-testing the atmosphere for initial entry. At combustible gas concentrations less than 5% of the LEL, personnel can be permitted to enter with suitable respiratory protection equipment, communications equipment, and emergency equipment.

Entry personnel are required to wear a full body harness while in the personnel basket and for emergency use. Those persons working within the immediate area of the shaft surface opening for observations into the shaft shall wear full body harness with fall protection or be outside a fenced protection zone as designated by the site supervisor. A mirror securely mounted on the end of a pole can be used in lieu of body harness if the operator remains outside of the fence.

The Entry Supervisor may also act as Entry Attendant. When the Entry Supervisor must enter the tunnel system, the NPR Project Manager will perform Entry Supervisor duties.

Daily pre-entry air checks can be done remotely with the Rae equipment attached to the personnel basket for work performed in the immediate area of the shaft. Daily pre-entry air checks with two persons will be performed when work begins farther inside the tunnel.

13.0 UNDERGROUND EMERGENCY RESPONSE

National Power Rodding Corporation will provide evacuation support personnel (ESP) in response to an emergency requiring the evacuation of injured personnel from underground locations. ESP individuals will be identified on the Confined Space Entry Permit at the start of each work shift. ESP will be qualified in first aid and CPR, SCBA, OSHA 40 Hour Hazwoper, and OSHA 30 Hr Construction trained, and had confined space entry training. ESP will have training on emergency rescue procedures and rescue/retrieval equipment. ESP will be equipped with redundant life support (SCBA, self-rescuers) and equipment, and trained in the use thereof, to enable the transport of personnel.

Full body harness must be worn while working underground.

The Austin Fire Department Special Operations Battalion will be advised of project confined space entry into sewer tunnels on a daily basis by dialing 3-1-1 to provide notification. Notification of AFD prior to relocation to new work areas will be made allowing adequate time for AFD site visits. The Special Operations Battalion is equipped to provide confined spaces rescue assistance, if needed.

14.0 SAFETY AUDITS

A daily safety audit will be conducted aboveground by the Entry Supervisor to identify safety issues that could impact safety of personnel working underground. Primary concerns include: tunnel conditions (debris, slippery materials), crane operations, electrical hazards, protection of shaft openings, first aid/safety equipment storage, and gas monitoring and communications equipment.

A safety audit checklist will be used in the field. Copies of the daily audits will be kept on site with the HASP.

A weekly audit will be conducted by the Safety Officer to check confined space entry procedures, gas monitoring procedures equipment calibration, tool box meeting records, and other concerns.

15.0 RECORDKEEPING AND REVISIONS

A copy of safety-related records required for this project will be maintained on site by the Entry Supervisor.

Revisions to this HASP must be dated and approved by the Project Manager, the Safety Officer, and the Certified Industrial Hygienist.

HASP REVISION LOG

DATE	REVISED SECTION AND PAGE #	CHANGES	SIGNATURES

16.0 SIGNATURES

This site-specific health and safety plan (HASP) has been prepared by Baer Engineering for use during field work at the Waller Creek Tunnel debris and sediment removal project.

Baer Engineering responsibilities on site include the following:

- Site reconnaissance
- Gas detection surveys with data logging
- Determination and verification of safe work conditions in underground areas
- Calibrate and maintain gas monitoring equipment
- Notification of personnel and management of “Warning” or “Hazardous” conditions, and “Return to Safe” conditions
- Notify rescue teams
- Hold weekly safety meetings
- Prepare a Daily Log of gas monitoring
- Provide a Summary Report daily
- Prepare and post Confined Space Entry Permits
- Provide Confined Space Entry Supervision

Company approval:

Rosemary Wyman, P.G., CHMM
Safety Officer
Manager, Environmental, Health, and Safety
Executive Vice President

Date

Jerry Morford, P.E., CIH
Industrial Hygienist

Date

Other companies who wish to adopt this HASP shall provide certification pages, such as this, to be kept with the document.

17.0 ATTACHMENT #1 – AIR MONITORING EQUIPMENT SPECIFICATIONS

18.0 ATTACHMENT #2 – CONFINED SPACE PERMIT



NATIONAL POWER RODDING

A Carylton Company

9810 FM 969
Austin, TX 78724
p: (512) 928-1420

www.nationalpowerrodding.com



Waller Creek Tunnel Dewatering, Sediment and Debris Removal
RFP No. 6300 MDD3000

EQUIPMENT TO BE UTILIZED

JJC276	2006 International Jumbo
JJC350	2016 Freightliner Jumbo
JJC277	2006 International Jetter
JC324	2014 Freightliner Jetter
JJC359	2016 Freightliner Jumbo
JJC219	2005 International Jumbo
JJC366	2016 Freightliner Jumbo

G-204 Guzzler
F-29



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Work Plan Approach

Waller Creek Tunnel Dewatering and Sludge Removal for Inspection

Dewatering, Safely Securing the LOC/ Shaft, and Ventilation
Day 1 through 14

- City of Austin to dewater the 1st tier of the lagoon area using a sound attenuated diesel pump and discharging into Ladybird Lake to expose the 42' diameter tunnel opening. Start pumping at 432' MLS and stop pumping at approximately 419' MSL elevation to allow COA personnel to install plug and flange on tunnel side of west 42" recirculation pipe. National Power Rodding will use a Flygt 2660 electric submersible pump installed by crane in to the outlet shaft. The 2660 pump will be dropped in 15'-20' to try and prevent pulling any sludge from the lagoon landing. The level will be pumped down to approximately 413'-414' to allow for the installation of the fencing on the existing steel plates.
- Set up the steel plates and 6-foot cyclone fence around the 42' diameter tunnel
- Begin dewatering the 42' diameter shaft using 3-2250.11 Flygt electric pumps (with 10" discharge hoses). Discharge the water directly into Lady Bird Lake.
- When the water reaches about 383' MLS we will use 3-10" electrical pumps to pump water into the filtration system which will consist of 3 -18,000 gallon open top tanks and 4- bag filters designed to capture any discolored water or silt water before entering Lady Bird Lake.
- When the water is pumped down to approximately 376' MLS from the bottom, NPR attempt to remove the wildlife and relocate any animals in the tunnel to Lady Bird Lake.
- 6-7 Jetter Vacuum combination trucks will then be used to vacuum debris from the bottom of the tunnel.
- 3-10" electric submersible pumps will stay in place for the duration of the sludge-debris removal, and inspection to continue de-watering any seepage that may be running into the Tunnel.
- The weir tanks will be cleaned using 3 Jetter Vacuum combination trucks and disposed at JV Dirt and Loam.

Attachments for dewatering:

Sketch of initial dewatering of the lagoon surface, location of 6 foot cyclone fence and set up to pump out the first 40 feet of water from the tunnel.

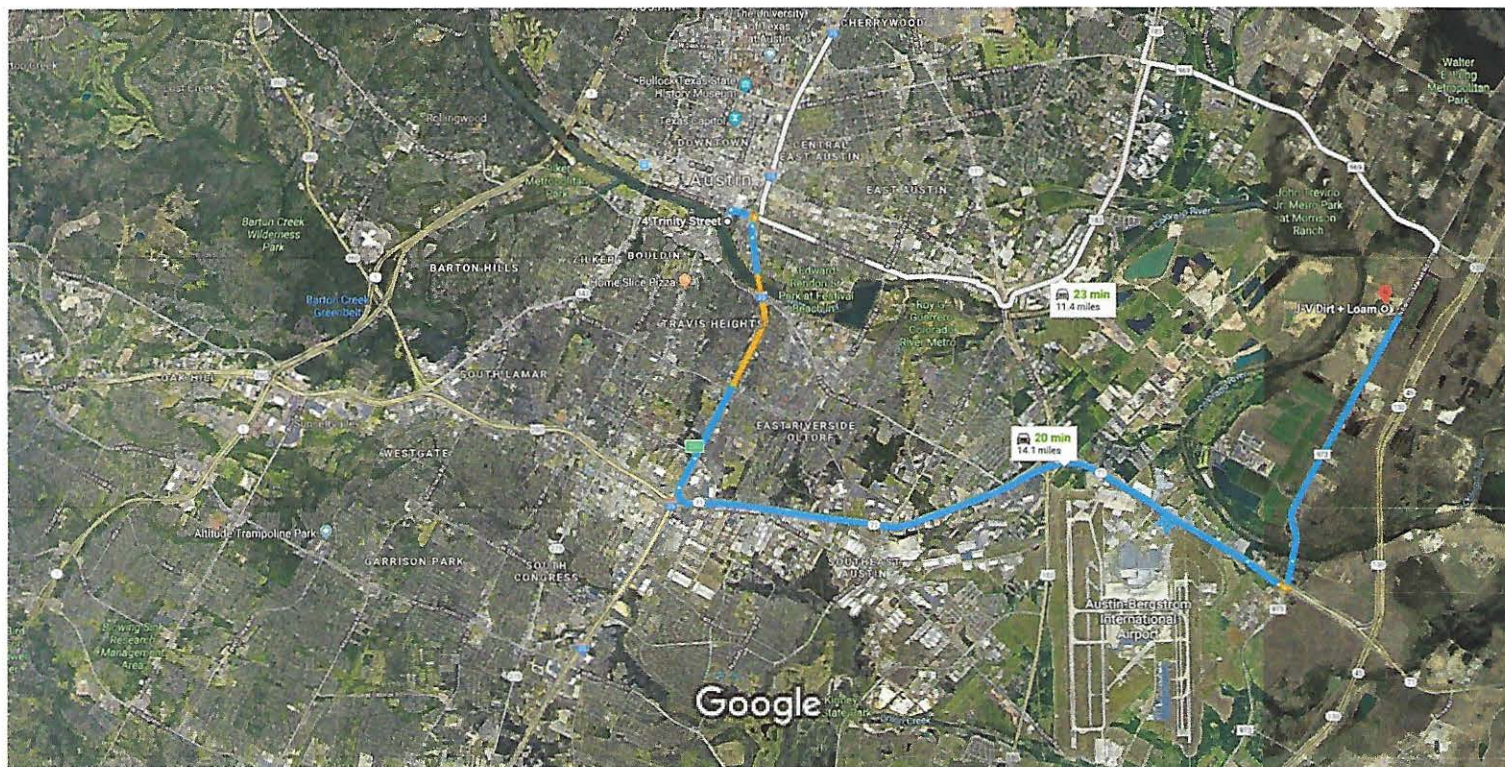
Sketch of the location and set up of the filtration system, the crane and jetter/vacuum truck set up.



74 Trinity Street, Austin, TX to J-V Dirt + Loam

Drive 14.1 miles, 20 min

Waller Creek Disposal Route



Imagery ©2019 Google, Map data ©2019 Google

5000 ft



via TX-71 E

20 min

Fastest route, the usual traffic

14.1 miles



via FM 969 E

23 min

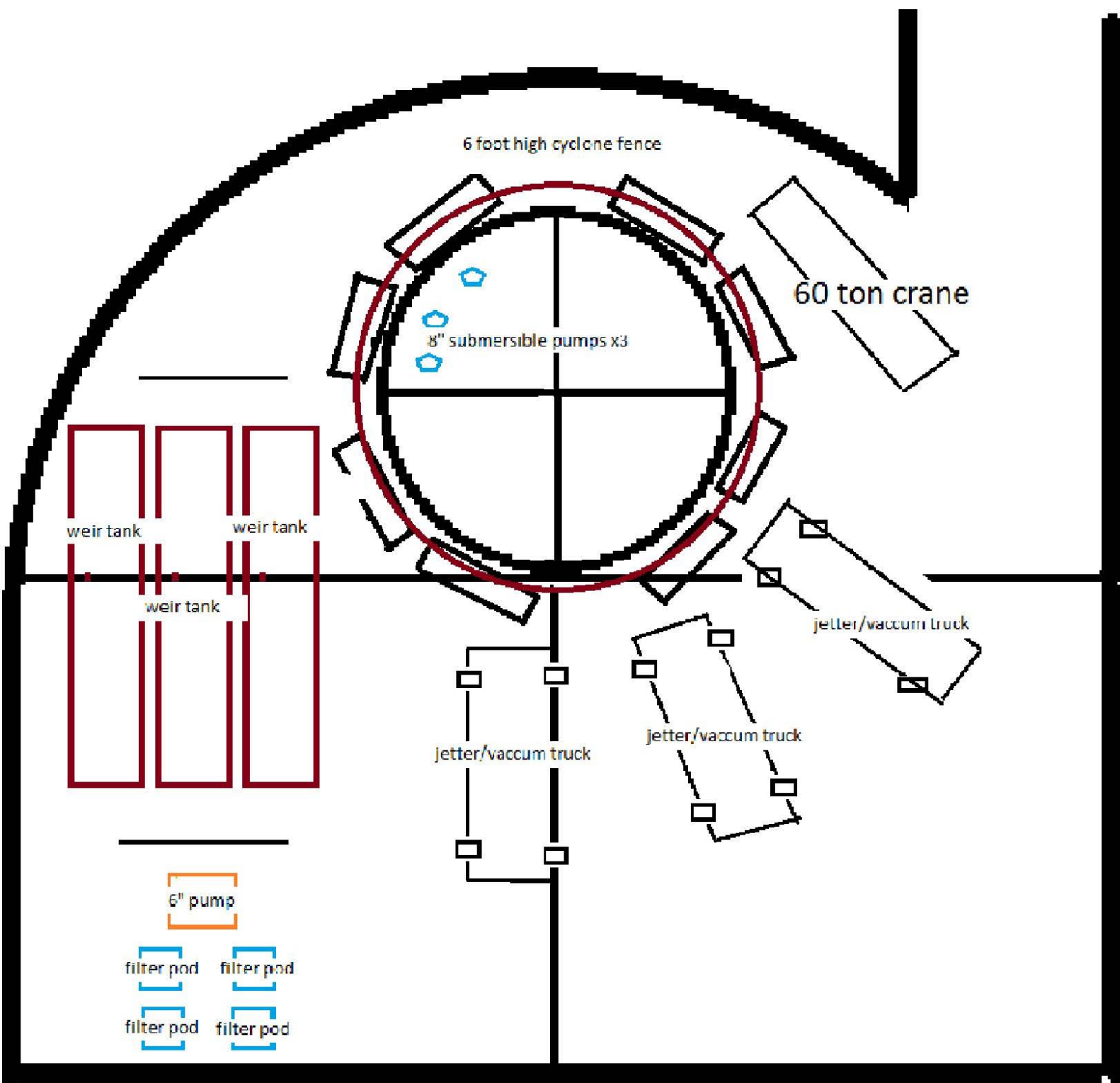
11.4 miles



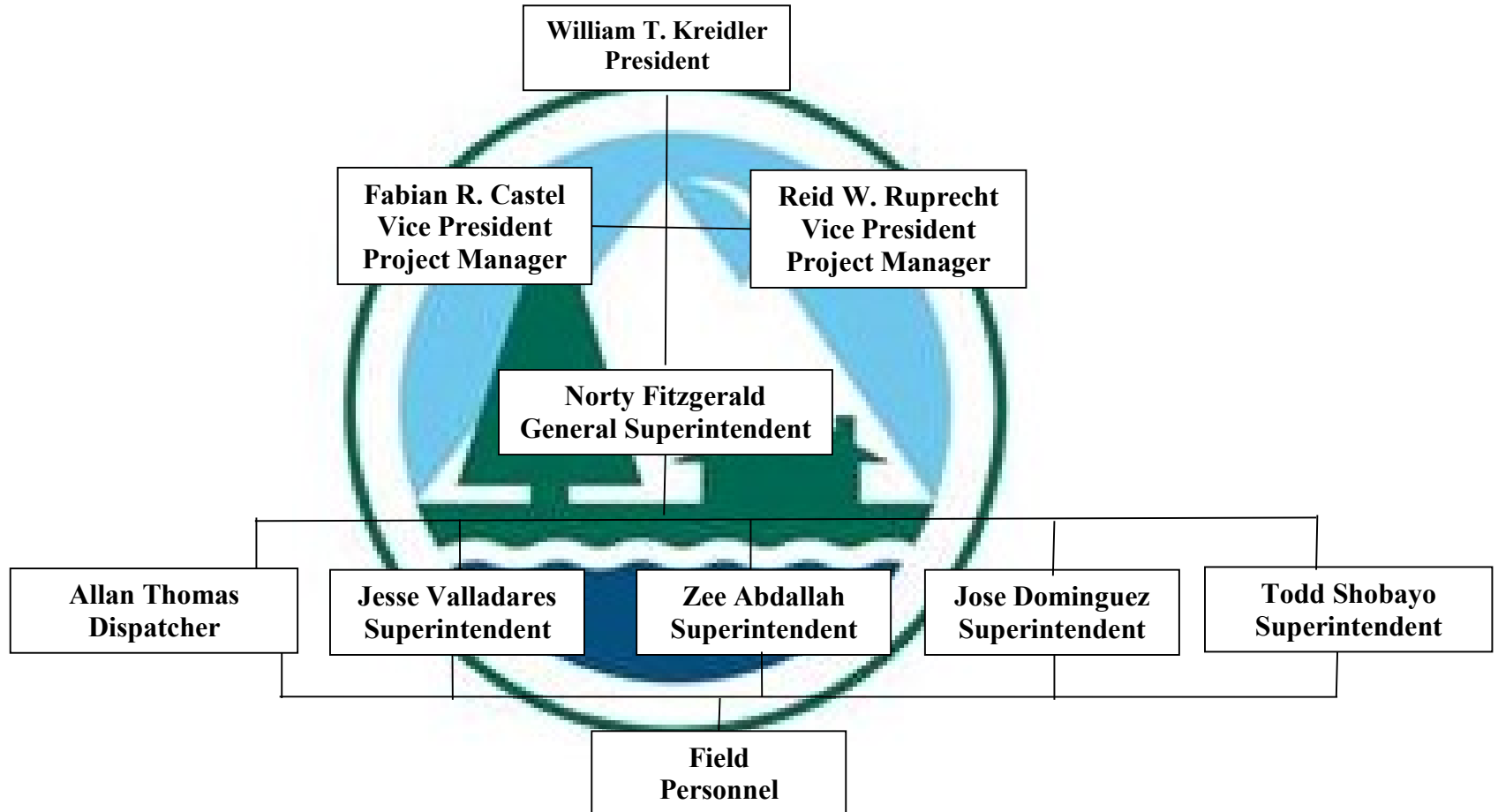
via I-35 N and FM 969 E

26 min

12.5 miles



National Power Rodding Corp.
Organization Chart





CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP 6300 MDD3000

DATE ISSUED: February 25, 2019.

COMMODITY/SERVICE DESCRIPTION: Sediment Removal from Waller Creek Tunnel.

REQUISITION NO.: RQM 6300 18120400148

COMMODITY CODE: 96873

PRE-PROPOSAL CONFERENCE TIME AND DATE: Tuesday, March 5th, 2019. 9:00-10:30 AM. **LOCATION:** One Texas Center, 505 Barton Springs Road, Austin, TX, 78704. 12th Floor Conference Room.

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Matthew Duree

Procurement Manager

Phone: (512) 974-6346

E-Mail: matt.duree@austintexas.gov

PROPOSAL DUE PRIOR TO: Tuesday, March 26, 2019 @ 2:00 PM.

PROPOSAL OPENING TIME AND DATE: Tuesday, March 26, 2019 @ 3:00 PM.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 6300 MDD3000	Purchasing Office-Response Enclosed for Solicitation # RFP 6300 MDD3000
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SCOPE OF WORK	ATT
0510	EXCEPTIONS FORM	1
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: National Power Rodding Corp.

Company Address: 9810 FM 969

City, State, Zip: Austin, TX 78724

Vendor Registration No. Vendor ID: NAT8306400 Vendor #V00000901751

Printed Name of Officer or Authorized Representative: Fabian R. Castel

Title: Vice President

Signature of Officer or Authorized Representative: _____

Date: 4/2/19

Email Address: office@nationalpowerrodding.com

Phone Number: 512-928-1420

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☒ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information

Company Name	National Power Rodding Corp.		
City Vendor ID Code	NAT8306400		
Physical Address	9810 FM 969		
City, State Zip	Austin, TX 78724		
Phone Number	512-928-1420	Email Address	office@nationalpowerrodding.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Fabian R. Castel, Vice President

4/2/19

Name and Title of Authorized Representative (Print or Type)

Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE:Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☒ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☒ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) ~~after performing Good Faith Efforts.~~

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following CHECK BOXES **MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE:Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	Guerra Underground, LLC
Vendor ID Code	V00000911255
Contact Person	Art Guerra Phone Number: 512-454-4450
Additional Contact Info	Fax Number: E-mail: art@guerraunderground.com
Amount of Subcontract	\$
List commodity codes & description of services	Labor
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	DFW Infrastructure, Inc.
Vendor ID Code	DFW8307726
Contact Person	Donna Brown Phone Number: 888-739-9070
Additional Contact Info	Fax Number: 817-887-5078 E-mail: donna@dfwinfrastructure.com
Amount of Subcontract	\$
List commodity codes & description of services	Labor
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	Baer Engineering & Environmental Consulting, Inc.
Vendor ID Code	BAE7086810
Contact Person	Therese Baer Phone Number: 512-453-3733
Additional Contact Info	Fax Number: 512-453-3316 E-mail: tbaer@baereng.com
Amount of Subcontract	\$
List commodity codes & description of services	Safety Consultants
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Holt/Caterpillar
Vendor ID Code	
Contact Person	Bana Dominick Phone Number: 512-282-201
Additional Contact Info	Fax Number: E-mail: bana.dominick@holtcat.com
Amount of Subcontract	\$
List commodity codes & description of services	Generators
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Austin Crane Service
Vendor ID Code	V00000941775
Contact Person	Kurt Timmons Phone Number: 512-452-4400
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	Crane Services
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Mining Equipment Ltd
Vendor ID Code	V00000927953
Contact Person	Geoffrey Clements Phone Number: 970-259-0412
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	0314017: Ventilation Fans
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	United Rentals
Vendor ID Code	REN7164345
Contact Person	Justin Hackler Phone Number: 512-442-1600
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	Equipment Rental
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Asero
Vendor ID Code	ASE7002695
Contact Person	Phone Number: 512-389-2131
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	91485: Welding (if needed)
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

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Reviewing Counselor

Date

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Director/Assistant Director or Designee

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 6300 MDD3000

SOLICITATION TITLE: Waller Creek Tunnel Dewatering, Debris, and Sediment Removal

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Electro Mechanical Services
Vendor ID Code	
Contact Person	Phone Number: 512-312-0088
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	Electrical Wiring
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Company Name	Godwin/Xylem
Vendor ID Code	
Contact Person	Brandon Ramsey Phone Number: 210-978-2791
Additional Contact Info	Fax Number: E-mail: Brandon.Ramsey@xyleminc.com
Amount of Subcontract	\$
List commodity codes & description of services	Equipment Rental
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

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Director/Assistant Director or Designee

Date

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
National Power Rodding Corp.

Additional Solicitation Instructions.

1. ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
2. Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

3. **Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
4. **Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
5. **Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
6. **Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.